

Jean Del Greco
Contract Specialist

860-713-5623
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

13 June 2019

CONTRACT AWARD SUPPLEMENT #6

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:

**Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations**

TERM OF CONTRACT:

October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement 6 is issued to update pricing on Exhibit 3 – Price Schedule (Windstream)

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: Jean Del Greco

Title: Contract Specialist

Date: 6/13/2019

Marcie Wilson
Contract Specialist

860-713-5622
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

4 September 2018

CONTRACT AWARD SUPPLEMENT #5

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:

Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations

TERM OF CONTRACT:

October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement 5 is issued to update pricing on Exhibit 3 – Price Schedule (Windstream)

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: Marcie Wilson

Title: Contract Specialist

Date: 9/4/2018

Daniel Dion
Contract Analyst

860-713-5168
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

25 June 2018

CONTRACT AWARD SUPPLEMENT #4

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:

Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations

TERM OF CONTRACT:

October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement 4 is issued to revise Supplement 1. Exhibit 3- Price Schedule (Windstream) corrected.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **DANIEL DION**
Title: Contract Analyst
Date: 6/25/2018

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **TINA COSTANZO**
Title: Contract Team Leader
Date: 6/25/2018

Daniel Dion
Contract Analyst

860-713-5168
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

19 June 2018

CONTRACT AWARD SUPPLEMENT #3

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Telecom Network Services- PRI and Long Distance Services**

FOR:
**Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations**

TERM OF CONTRACT:
October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		EST \$1,000,000	EST \$1,000,000

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Verizon Business Network Services Inc., o/b/o MCI Communications Services, Inc.**

Company Address: **22001 Loudoun County Parkway, Ashburn, VAA 20147**

Tel. No.: **(617) 875-0265**

Contract Value: **\$1,000,000**

Contact Person: **David Vegan**

Contact Person Address: **201 Centennial Drive Piscataway, NJ 08854**

Contact Person E-mail Address: david.m.vegan@verizon.com

Remittance Address: **Same as above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

PLEASE NOTE:

Supplement 3 is issued to add Verizon Business Network Services Inc. to the Contract effective June 19, 2018.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **DANIEL DION**

Title: Contract Analyst

Date:

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **TINA COSTANZO**

Title: Contract Team Leader

Date:

Daniel Dion
Contract Analyst

860-713-5168
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

23 May 2018

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:

Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations

TERM OF CONTRACT:

October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

Supplement 2 is issued to revise Supplement 1. Exhibit 3- Price Schedule (Windstream) corrected.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **DANIEL DION**
Title: Contract Analyst
Date: 5/23/2018

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **TINA COSTANZO**
Title: Contract Team Leader
Date: 5/23/2018

Daniel Dion
Contract Analyst

860-713-5168
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

SUPPLEMENT DATE:

17 May 2018

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:

Department of Administrative Services, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:

October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		EST \$545,000	EST \$545,000

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Windstream Services, LLC**

Company Address: **250 Constitution Plaza 5th Floor, Hartford, CT 06103**

Tel. No.: **(860) 656-0313**

Fax No.: **(860) 728-4995**

Contract Value: **\$545,000**

Contact Person: **Jason Grover**

Contact Person Address: **Same as above**

Company E-mail Address and/or Company Web Site: **Jason.grover@windstream.com / www.windstream.com**

Remittance Address: **Same as above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

PLEASE NOTE:

Supplement 1 is issued to add Windstream Services LLC to the Contract effective May 17, 2018.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **DANIEL DION**
Title: Contract Analyst
Date: 5/17/2018

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)
Name: **TINA COSTANZO**
Title: Contract Team Leader
Date: 5/17/2018

CONTRACT AWARD
SP-38IT – Rev. 11/17/16
Prev. Rev. 5/21/14

Daniel Dion
CT Career Trainee - Contract
Analyst
860-713-5168
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0072

Contract Effective Date:

1 October 2017

Bid Due Date:

12 July 2017

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Telecom Network Services- PRI and Long Distance Services

FOR:
Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations

TERM OF CONTRACT:
October 1, 2017 through September 30, 2021

AGENCY REQUISITION NUMBER: 0000004755

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
2,000,000 EST			2,000,000 EST

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Frontier Communications of Connecticut**

Company Address: **5 West Service Rd FL-2 Hartford, CT 06120**

Tel. No.: **(860) 947-7383**

Fax No.: **(860) 947-7383**

Contract Value: **\$2,000,000 EST**

Contact Person: **George Cummings**

Delivery: **<10-15 business days; >10 ICB**

Contact Person Address: **Same as above**

Company E-mail Address and/or Company Web Site: grc440@ftr.com / www.frontier.com

Remittance Address: **Same as above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

This is a partial award and other companies may be added after bid evaluations are complete.

The signature below by the DAS Procurement Director is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: Daniel Dion

Title: CT Career Trainee- Contract Analyst

Date: 10/16/2017

DEPARTMENT OF
ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **Carol Wilson**

Title: Procurement Director

Date: 10/16/2017

TELECOMM NETWORK SERVICES - PRI AND LONG DISTANCE SERVICES

Additional Information for Departments Utilizing this Contract:

Frontier Communications of Connecticut

Repair Work/ Trouble Reporting: Frontier Customer Network Operation Center (888-637-9620) is available 24x7x365. Repair center responsible for resolution with customer contact on trouble ticket. Service Repair & Escalation Guideline has been provided. Frontier local Service Manager will work with entities to develop mutually agreeable solutions and is responsible to escalate and close ticket with the repair center and customer. The State of Connecticut assigned Service Manager shall develop a method for historical repair data reporting.

Escalation Procedure: Frontier Customer Network Operation Center manages repairs with internal escalation guidelines. Local Service Managers are available to larger customers to assist in escalation and resolution. Service Repair & Escalation Guideline has been provided.

Portal Access and Outages: Frontier portal access will be provided to customers as needed. Portal is currently inventory and billing tool. Customer repair reporting and status via the portal is a future enhancement expected in 2018. Local service manager will provide information when it becomes available.

Expedite Fees: Included in Exhibit 3. Expedite charges would apply if services are required before normal installation timeframes.

Ordering and Billing of Services: Order requests are processed by service and installation teams. Billing for services commence upon customer acceptance and can be provided via paper billing, electronic media and/or portal access based on customer request.

If you have any questions concerning this contract, please contact the Contract Specialist assigned to this contract.

TELECOMM NETWORK SERVICES - PRI AND LONG DISTANCE SERVICES

Additional Information for Departments Utilizing this Contract:

Verizon Business Network Services Inc., o/b/o MCI Communications Services, Inc.

Repair Work/ Trouble Reporting: The Repairs application is found on the Verizon Enterprise Center under the Repairs tab. It is completely web-based, so it can offer State of Connecticut a simple yet robust electronic ticketing tool and a circuit testing tool that enables users to initiate their own circuit monitoring and loop-back testing. Subscribers can open, track, or update tickets for a broad range of products in the Verizon Wireline product set.

Within Repairs, users can:

- Create and update tickets
- Report issues fast:
- Simple two-step process
- Search capabilities; efficient routing
- Track ticket status
- Get near real-time status updates:
- Quick Status
- Email and pager notifications
- Ticket summary
- Verify and monitor network health
- Identify the source of issues quickly:
- Circuit and line tests
- Review ticket history
- View and analyze ticket trends:
- Custom searches and filters
- Reports

Escalation Procedure:

- 1st Level Escalation: On-Duty Lead/Supervisor
- 2nd Level Escalation: Manager
- 3rd Level Escalation: Senior Manager
- 4th Level Escalation: Director

Providing names and phone numbers for individuals in these roles, as well as shift times, will be part of the implementation plan that will be initiated to transition services. Shift times are as follows, noted in EST. These overlapping shift times will ensure availability of resources to assist with any escalations.

- Days 7 a.m. to 4 p.m.
- Swing 3 p.m. to 12 a.m.
- Mids 12 a.m. to 7 a.m.

Portal Access and Outages: The Verizon Enterprise Center has been developed to ensure effective management of telecommunications to help Verizon customers attain sales goals, improve productivity, achieve greater customer satisfaction, and impact the bottom line. The Verizon Enterprise Center is a comprehensive application suite that will enable the customer to manage their Verizon Voice and any Data and Internet services on a web based portal.

Expedite Fees: Included in Exhibit 3.

If you have any questions concerning this contract, please contact the Contract Specialist assigned to this contract.

TELECOMM NETWORK SERVICES - PRI AND LONG DISTANCE SERVICES

Additional Information for Departments Utilizing this Contract:

Windstream

Guaranteed Time to Repair: Windstream agrees to a guaranteed time to repair for an emergency trouble of less than 2 hours and a routine trouble within 4 hours of when the trouble was initially reported. Escalation upon creation of ticket, trouble shoot and resolve remotely or engage the LEC for further isolation and repair as needed.

Escalation Procedure: Based on the priority assigned, the ERC technician must resolve the service issue or commence escalation within the timeframe associated with that priority. Escalation includes some or all of the following:

- Notification of the lead ERC technician as to the status of the trouble
- Escalation with the involved carrier or vendor – detailed testing and escalation procedures are in place with all carriers utilized by Windstream.
- Engagement of additional internal resources as may be required
- Initiation of conference calls and vendor meets as may be required
- Involvement of Windstream senior management based on the severity of the service issue

On a daily basis, ERC management reviews all open trouble tickets to determine what additional corrective action or resources are required. The priority system is utilized as a guideline for escalation and allocation of resources. All service calls, regardless of priority assigned, are addressed within the overall trouble resolution process. Priority assignment drives escalation timeframes, and assists the lead ERC technician in the allocation of resources.

Throughout the trouble resolution process, customers have access to Windstream personnel for both status and escalation via phone or online in the Windstream customer portal. Follow-up calls into repair can be placed to obtain the current status of a trouble. Customers can also speak directly with the ERC technician working on a trouble.

At this time, Windstream does not have auto escalation. An escalation can occur 1 of 4 ways; Customer can request an escalation via Windstream Online, Customer can utilize the escalation list provided at the time of install, Account Manager assigned to the account can facilitate the requests internally or the WS Remote repair Technician can request internally for assistance.

Portal Access and Outages: Windstream provides each customer with 24 x 7 secure access to a password-protected individual service portal via Windstream Online which is free to every Windstream subscriber. This online customer service tool provides a secure source of information, account management, and problem resolution accessible from any Internet-connected computer. Windstream Online's versatile information tools

Contract #17PSX0072

help customers analyze service usage patterns, spot trends before they become problems, and plan for growth and change accordingly. Our customers can manage their Windstream services directly, adding and changing features, as well as review bills and payment history. Windstream has provided a WINOnline User's Guide.

Ordering and Billing of Services: Windstream builds an account with a rate sheet to indicate services at contractual pricing. This generates an invoice which is typically billed to the HQ and as a NON-BILLABLE CHILD (A Separate account on the Master Invoice).

If you have any questions concerning this contract, please contact the Contract Specialist assigned to this contract.

INFORMATION PROCESSING SYSTEMS CONTRACT
CONTRACT # 17PSX0072

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

FRONTIER COMMUNICATIONS OF CONNECTICUT

TELECOMM NETWORK SERVICES
PRI AND LONG DISTANCES SERVICES

CONTENTS

1.	TERM OF CONTRACT	4
2.	DEFINITIONS	4
3.	ACQUIRING DELIVERABLES AND SERVICES	7
4.	PROJECT PERSONNEL	8
5.	CHANGE ORDERS	8
6.	DELIVERABLE INSTALLATION & DEINSTALLATION	9
7.	DELIVERABLE EVALUATION & ACCEPTANCE	9
8.	PAYMENTS AND CREDITS	10
9.	RESERVED	11
10.	RESERVED	11
11.	SYSTEM RELIABILITY	11
12.	RESERVED	12
13.	RESERVED	12
14.	RESERVED	12
15.	CONFIDENTIALITY; NONDISCLOSURE	12
16.	PROTECTION OF CONFIDENTIAL INFORMATION	12
17.	RESERVED	13
18.	RISK OF LOSS & INSURANCE	13
19.	DELIVERABLE ALTERATIONS	14
20.	FORCE MAJEURE	14
21.	ANTITRUST	14
22.	GENERAL PROVISIONS	14
23.	COMMUNICATIONS	16
24.	RESERVED	16
25.	WHISTLEBLOWER PROVISION	16
26.	DISCLOSURE OF PUBLIC RECORDS PROVISION	17
27.	FORUM AND CHOICE OF LAW	17
28.	BREACH	17
29.	TERMINATION	18
30.	REPRESENTATIONS AND WARRANTIES	19
31.	DISCLOSURE OF CONTRACTOR PARTIES LITIGATION	21
32.	STATE COMPTROLLER’S SPECIFICATIONS	22
33.	CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL	22
34.	RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS	22
35.	PUBLIC RECORDS AND FOIA	22
36.	DISCLOSURE OF PUBLIC RECORDS	23

37.	PROFITING FROM PUBLIC RECORDS.....	23
38.	CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS.....	23
39.	GENERAL ASSEMBLY ACCESS TO RECORDS.....	23
40.	CONTINUITY OF SYSTEMS	23
41.	TANGIBLE PERSONAL PROPERTY	25
42.	INDEMNIFICATION	26
43.	SOVEREIGN IMMUNITY	26
44.	SUMMARY OF STATE ETHICS LAWS.....	27
45.	AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS	27
46.	CAMPAIGN CONTRIBUTION RESTRICTION	28
47.	EXECUTIVE ORDERS	28
48.	NONDISCRIMINATION	28
49.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.....	31
50.	OWNERSHIP OF DATA	37
51.	TERMS AND CONDITIONS	37
52.	WORKERS' COMPENSATION	37
53.	ENTIRETY OF CONTRACT	37

EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS

EXHIBIT 2 – DELIVERABLES DOCUMENT

EXHIBIT 3 – PRODUCT & PRICING SCHEDULE

EXHIBIT 4 – SYSTEM SUPPORT AND SERVICE LEVEL AGREEMENTS (SLAs)

This Contract (the “Contract”) is made as of (the “Effective Date”) as shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 450 Columbus Blvd., Suite 1202, Hartford, Connecticut 06103, acting by Carol Wilson, its Procurement Director, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

1. TERM OF CONTRACT

This Contract shall become effective upon the (“Effective Date”), and shall continue uninterrupted for four (4) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- i) **Cutover:** The point in time when 100% of the network services are fully operational, the network services are installed in accordance with this bid specification.
- j) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit 3, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- k) **Deliverables Document:** Exhibit 2 to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- l) **Deliverables Implementation Schedule:** Document which itemizes the timing requirements, including phases, and Department signoffs, as applicable or appropriate, for specific Deliverables and/or Services to be provided pursuant to the Contract.
- m) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.
- n) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 3, or both.
- o) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- p) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.

- q) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- r) **POP (Primary Operation Period):** The days and hours of normal system operations and availability, which is to be to be 24 hours and 7 Days.
- s) **Product & Pricing Schedule:** Exhibit 3 to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- t) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- u) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- v) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- w) **Services:** The Performance of labor or work set forth in Exhibit 2 or in the Statement of Work, whichever is applicable.
- x) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- y) **Solicitation:** Request for Proposal entitled TELECOMM NETWORK SERVICES PRI AND LONG DISTANCES SERVICES dated 02 June 2017.
- z) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables’ and the System’s capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- aa) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- bb) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor’s Performance in connection with said Purchase Order.

- cc) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- dd) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ee) **Termination:** An end to this Contract prior to the end of its Term.
- ff) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- gg) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- hh) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- ii) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.
- c) Contractor may supplement Exhibit 3 at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.
- d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 2 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 3 shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.

e) Beginning three (3) years from the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 3 effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) 2.5% and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

f) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit 3 .

g) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

h) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

i) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department's desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.

- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall perform the changes at no additional cost to the Department.
- d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

- a) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables.
- b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.
- c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing for each Deliverable begins as of the date the Department notifies the Contractor in writing that the Deliverable provided for UAT has been successfully installed in the Department's development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
 - 1) The Department shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
 - 2) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.
 - 3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Department to Contractor.
- b) Upon Acceptance of each of the Deliverables required under Exhibit 2, the Department shall perform

UAT on the System prior for Acceptance prior to implementing the System in the Department's production environment. If UAT for the System is successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance the System, and the date of such notice will be the Acceptance Date for the System.

c) If requested by Contractor, Department shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor whichever is the later date. The Department shall pay Contractor within 45 days after the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.

The State of Connecticut shall not pay the following types of charges:

State and Federal Taxes

Regulatory Cost Recovery charges

Federal Universal Service charges

Administrative charges and fees

Late Fee

Cancellation charges and fees

b) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ach"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

c) No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

e) Notwithstanding the subsection 8(b), the Department may make purchases using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller. Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard. Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

9. RESERVED**10. RESERVED****11. SYSTEM RELIABILITY**

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the requirements of this Contract and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System (exclusive of scheduled and routine maintenance) during any calendar month is ninety-nine point nine percent (99.9999%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with Available-Time-per-Month equated to 24 hours times the number of days in the month, which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use. EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof, reasonably acceptable to the Department by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

1. Any nonproductive System use time caused by the Department or the Department's authorized third party and not related to a deficiency in the System.
2. Any time during which the Department fails to make the System available for Contractor's remedial service.
3. Any downtime investigated by Contractor which is then determined by the Contractor and the Department to be a non-downtime instance following such investigation.

12. RESERVED

13. RESERVED

14. RESERVED

15. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may be not be stored, hosted or otherwise maintained outside of the United States.

16. PROTECTION OF CONFIDENTIAL INFORMATION

a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPPA or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. RESERVED

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all

persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to “claims made” basis.

19. DELIVERABLE ALTERATIONS

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Department only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the Department.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. ANTITRUST

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

22. GENERAL PROVISIONS

a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which

comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

i) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

j) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

k) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services

hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 15 and 16.

l) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: Connecticut Department of Administrative Services
Procurement Division
Carol Wilson
450 Columbus Blvd., Suite 1202
Hartford, CT 06103

Contractor: As shown on the contract award form, number SP-38

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. RESERVED

25. WHISTLEBLOWER PROVISION

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct

offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

27. FORUM AND CHOICE OF LAW

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

- b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.
- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).
- d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.
- e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

- a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after

the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal

Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;
- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

39. GENERAL ASSEMBLY ACCESS TO RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

40. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and “Public Records,” as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS’s business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS’s business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS’s business hours,

those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

41. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole

determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

42. INDEMNIFICATION

- a) The Contractor shall indemnify and defend the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the

laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

44. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit 1.

47. EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works

contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission,

the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions:
 - (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate’s actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for

purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
 - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered

discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
 - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
 - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended).

- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

50. OWNERSHIP OF DATA

Any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

51. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

52. WORKERS' COMPENSATION

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

53. ENTIRETY OF CONTRACT

To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT 2

DELIVERABLES DOCUMENT

1. Telecommunications Services

Contractor shall provide all of the following Services

- ISDN PRI with DID Service,
- Toll Service (Intrastate, Interstate, International),
- DA and Directory Listings

2. Responsibilities of Contractor

Contractor shall be responsible for providing all systems engineering, design, equipment, materials, fabrication and personnel to ensure full and proper operations in accordance with the specifications of the bid; whether or not all of the items required for proper operation are specifically stated within these specifications.

3. Coordination with the State

Contractor shall seek approval and coordination from the Department for the installation of any cable and ancillary equipment in the building prior to installing cable and ancillary equipment. The cutover and selected installation schedule must be established in coordination with the Department.

4. Intrastate PIC and Interstate PIC

For voice services, Contractor shall have the capability to route intrastate and interstate traffic to the State's identified vendor(s). The Department shall not pay for any incorrectly routed calls.

5. Codes, Permits, Licenses

Contractor shall comply with all local, State, and National Electrical Codes, rules and regulations for all work performed in the State. The Contractor, at no additional cost to the Department, must obtain any permits lawfully required. Contractor, including subcontractors, that are performing installation work, must hold valid State of Connecticut occupational licenses when applicable (e.g. Class T-1 or T-2). All installation methods must be in strict conformance with all applicable building, fire, and electrical codes. This must include, but is not limited to, re-establishing the fire resistance ratings of walls, floors, and any other building penetrations that are created by the installation. All penetrations must be fire stopped to a rating equal to that of the surrounding assembly.

6. Damage at Work Site

6.1 State Approval

No floors, walls, ceilings or structural members of the existing finished or unfinished work may be drilled, cut, or in any way defaced without the State's prior consultation and written approval.

6.2 Restoration

Contractor shall protect, replace or restore to original or better condition, any architectural or landscape features disturbed or altered by the Contractor or sub-contractors. The Contractor shall

EXHIBIT 2

DELIVERABLES DOCUMENT

be held strictly responsible for, and must make good at its own expense, any and all damage to the work of others resulting from the delivery and/or completion of Contractor's work.

6.3 Contractor Responsibility

Contractor shall protect sites above and below grade. Any damage to existing utilities must be corrected by the Contractor on an immediate, emergency basis. Established cutover dates must not be modified as the direct result of damages, delays or other circumstances. All damage is the sole responsibility of the Contractor and the repair thereof shall be at the Contractor's expense.

6.4 Cut Cables

The Department shall not assume liability for cable cuts or damage to other building systems resulting from negligence on the part of the contractor. The cost for repair or replacement of damaged cable(s) shall be borne by the Contractor.

6.5 Clean Work Area

Contractor shall at all times keep the site free from accumulation of the contractor's waste materials and rubbish. Upon completion of each site visit, all rubbish and waste materials must be removed from the premises. The Contractor must leave all areas, in which the contractor has worked, in a broom clean condition. If the Contractor fails to clean up at any time, the State may do so and the cost shall be charged to the contractor.

7. Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (i.e. towns and municipalities), schools, and not-for-profit organizations.

8. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Department. It is the responsibility of the Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Department premises for the purpose of carrying out the scope of work described in this Contract.

9. Orders, Billing, Administration

9.1 Ordering and Billing of Services: Contractor shall provide billing and accept order processing through the State's telecommunications billing and order processing contractor. The Department is currently utilizing services from Tangoe. The orders generated by this system for new, changes or service removals shall serve as the official communications from the Department to the Contractor for work to be completed by the Contractor. The Contractor shall not require the Department or Tangoe staff to enter orders into the Contractors portal/web, without a separate written approval by DAS.

9.2 Surcharges and Fees: The Contractor shall only bill for surcharges and regulatory fees that are mandated by the State of Connecticut Public Utilities Regulatory Authority or the Federal Communications Commission to specifically be paid by the customer. The Contractor shall

EXHIBIT 2

DELIVERABLES DOCUMENT

provide the Department with the regulatory authority citation before any surcharges and fees that meet this criteria, along with the amounts or percentages that the regulatory authority mandates that the customer pay. During the term of the Contract, no surcharges or fees may be added or increased without this supporting documentation from a regulatory authority detailing the charges and how they are required to be paid by the customer and the approval by DAS. The Contractor shall include all of these mandatory customer paid surcharge(s) and fee(s) in Exhibit 3.

The Department shall pay only surcharges and regulatory fees that are mandated by the State of Connecticut Public Utilities Regulatory Authority or the Federal Communications Commission to specifically be paid by the customer. The Contractor shall issue a credit to the Department for any surcharges and fees that are misapplied to invoices for services rendered through this Contract.

9.3 Initial Service Billing: Contractor shall commence billing for services on or after the date specified on the order or the Cutover date. The Department shall not pay for Services for any days prior to the Cutover.

9.4 Service Removal: Contractor shall remove service within 30 days of receiving an order from the Department to remove such service. Contractor shall credit the State from the date of receipt of the order until the service is removed.

The Department shall not pay for services beyond the date of the removal order.

9.5 Local Calls: Contractor shall not charge the Department for local calls. The Department shall not pay for any local calls.

10. Contractor Confirmation of Work Performed

Contractor shall provide writing confirmation that the work requested was performed. The Department shall provide the format of this notification to the Contractor. The Contractor shall provide this confirmation to the Department within 48 hours of the work being performed.

11. E-Rate Eligibility

Contractor shall agree that they will cooperate to receive the maximum allowable universal service "e-rate" subsidy for services purchased pursuant to this contract. The Contractor shall provide their Service Provider Identification Number (SPIN) issued through the Schools and Library Division of the Universal Services Administrative Company under the direction of the Federal Communications Commission.

Exhibit 3- Price Schedule

Contractor Name: Frontier Communications of Connecticut

Delivery:	<10 - 15 Business Days; >10 ICB	Prompt Payment Terms: NET 45 Days
------------------	---------------------------------	--

UNIT PRICING: ISDN PRI with Direct Inward Dialing (DID):

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
	STANDALONE ISDN PRI			
A1	ISDN PRI - Enhanced Multipath: Statewide	ea	\$275.85	\$0.00
A2	DID Numbers (Groups of 20)	ea	\$0.10/EA	\$0.00
A1-A	Bundled Offer - Option A	ea	\$318.39	\$0.00
	Includes:			
	ISDN PRI - Enhanced Multipath: Statewide			
	Free IntraLATA Calling			
	InterLATA Domestic Long Distance at 0.021/minute			
	DID Numbers at 0.10/EA			
	Federal Subscriber Line Charge (PRI)			
	PRI Line Charge			
	Note: Minimum 75 PRI Required per Billing Entity for Bundled Offer			
A1-B	Bundled Offer - Option B	ea	\$252.90	\$0.00
	Includes:			
	ISDN PRI - Enhanced Multipath: Statewide			
	IntraLATA and InterLATA Domestic Long Distance at 0.021/minute			
	DID Numbers at 0.10/EA			
	Federal Subscriber Line Charge (PRI)			
	PRI Line Charge			
	Note: Minimum 75 PRI Required per Billing Entity for Bundled Offer			
	Optional Features/Services			
	1-Way Out; 1-Way In; 2-Way; Trunks over Enhanced Multipath and Hunting Feature	ea	\$0.00	N/A
	Caller ID with Name	ea	\$12.50	\$0.00
	Expedite Charge (if requested)	ea	\$0.00	\$500.00
	(NS/EP) Telecommunications Service Priority (TSP) ³	ea		
	TSP Priority Installation	ea	\$0.00	\$113.59
	TSP Priority Restoration	ea	\$0.00	\$101.82
	TSP Priority Restoration change level	ea	\$0.00	\$6.47
	TSP Priority Restoration maintenance	ea	\$8.82	\$0.00
	Custom Location Alternate Routing (CLAR)	ea		
	Service establishment Plan 1	ea	\$0.00	\$350.00
	Protected number- Plan 1	ea	\$4.00	\$10.00
	Addl alternate routing Plan 2-9	ea	\$70.00	\$70.00
	Protected number per addl routing Plan 2-9	ea	\$0.00	\$1.50
	Routing plan change per tn (1-9)	ea	\$0.00	\$10.00
	Calendar Routing :Time of Day/Day of Week/Day of Year	ea	\$70.00	\$70.00
	³ Subject to change - Pricing per others			
	IP Trunking VoIP services (Additional Enhanced Offering)			
	SIP Trunks - 20 Call Paths @ \$10/ea		\$200.00	\$0.00
	2M EVPL Access Circuit		\$260.00	\$0.00
	Cisco ISR 4321 Router		\$99.99	\$0.00
	Platinum EVCs - 2M VoIP		\$0.00	\$0.00
	Total \$559.99			

	Note: Pricing Example Only - Single PRI Site -Unique Design per location required			
	Note: Costs above assume minimal construction costs per site. Any locations whereby costs are excessive may require additional installation charges.			
	Note: Does not include any Long Distance Pricing plans/BOTs or DIDs.			
UNIT PRICING: Intrastate, Interstate, International Long Distance:				
Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost
B1	IntraLATA Long Distance ¹	min	N/A	\$0.021
B2	InterLATA Long Distance ¹	min	N/A	\$0.021
	International Long Distance ² Business International OCP	min	N/A	See Below
	¹ Six second rounding , with initial 18-second minimum (usage based)			
	² Six second rounding , with initial 30-second minimum (usage based)			
	<u>International Long Distance (Itemize by Country):</u>			
B3	Afghanistan	min	N/A	\$2.00
B4	Albania	min	N/A	\$0.87
B5	Algeria	min	N/A	\$0.55
B6	American Samoa	min	N/A	\$0.40
B7	Andorra	min	N/A	\$0.36
B8	Angola	min	N/A	\$1.17
B9	Anguilla	min	N/A	\$0.50
B10	Antartica (Casey)	min	N/A	\$1.47
B11	Antartica (Scott)	min	N/A	\$0.73
B12	Antigua (Barbuda)	min	N/A	\$0.44
B13	Argentina	min	N/A	\$0.43
B14	Armenia	min	N/A	\$0.79
B15	Aruba	min	N/A	\$0.36
B16	Ascension Island	min	N/A	\$0.88
B17	Atlantic Ocean East (INMARSAT)	min	N/A	N/A
B18	Atlantic Ocean West (INMARSAT)	min	N/A	N/A
B19	Australia	min	N/A	\$0.16
B20	Australian External Territories	min	N/A	N/A
B21	Australian Ex T - Norfolk Island	min	N/A	\$1.47
B22	Australian Ex T-Christmas Island	min	N/A	\$0.57
B23	Australian Ex T-Cocos Island	min	N/A	\$0.57
B24	Australian Ex T-Antartica	min	N/A	\$1.47
B25	Austria	min	N/A	\$0.17
B26	Azerbaijan	min	N/A	\$0.97
B27	Bahamas	min	N/A	\$0.29
B28	Bahrain	min	N/A	\$0.67
B29	Bangladesh	min	N/A	\$0.98
B30	Barbados	min	N/A	\$0.43
B31	Belarus	min	N/A	\$0.57
B32	Belgium	min	N/A	\$0.14
B33	Belize	min	N/A	\$0.63
B34	Benin	min	N/A	\$0.79
B35	Bermuda	min	N/A	\$0.31
B36	Bhutan	min	N/A	\$1.45
B37	Bolivia	min	N/A	\$0.53
B38	Bosnia and Herzegovina	min	N/A	\$0.63
B39	Botswana	min	N/A	\$0.65
B40	Brazil	min	N/A	\$0.34
B41	British Virgin Islands	min	N/A	\$0.36
B42	Brunei	min	N/A	\$0.67
B43	Bulgaria	min	N/A	\$0.51
B44	Burkina Faso	min	N/A	\$0.95

B45	Burma (Myanmar)	min	N/A	\$1.70
B46	Burundi	min	N/A	\$1.39
B47	Cambodia	min	N/A	\$1.70
B48	Cameroon	min	N/A	\$0.79
B49	Canada	min	N/A	\$0.07
B50	Cape Verde Island	min	N/A	\$0.68
B51	Cayman Island	min	N/A	\$0.36
B52	Central African Rep.	min	N/A	\$1.25
B53	Chad	min	N/A	\$1.94
B54	Chile	min	N/A	\$0.33
B55	China	min	N/A	\$0.37
B56	Christmas & Cocos Islands	min	N/A	\$0.57
B57	Colombia	min	N/A	\$0.43
B58	Comoros	min	N/A	\$2.79
B59	Congo	min	N/A	\$0.88
B60	Cook Islands	min	N/A	\$1.41
B61	Costa Rica	min	N/A	\$0.37
B62	Croatia	min	N/A	\$0.44
B63	Cuba	min	N/A	\$1.41
B64	Cyprus	min	N/A	\$0.47
B65	Czech Republic	min	N/A	\$0.45
B66	Denmark	min	N/A	\$0.15
B67	Diego Garcia	min	N/A	\$1.33
B68	Djibouti	min	N/A	\$0.86
B69	Dominica	min	N/A	\$0.47
B70	Dominican Republic	min	N/A	\$0.37
B71	East Timor	min	N/A	N/A
B72	Ecuador	min	N/A	\$0.52
B73	Egypt	min	N/A	\$0.63
B74	El Salvador	min	N/A	\$0.44
B75	Equatorial Guinea	min	N/A	\$2.04
B76	Eritrea	min	N/A	\$1.24
B77	Estonia	min	N/A	\$0.72
B78	Ethiopia	min	N/A	\$1.28
B79	Faeroe Islands	min	N/A	\$0.45
B80	Falkland Islands	min	N/A	\$1.17
B81	Fiji Islands	min	N/A	\$0.85
B82	Finland	min	N/A	\$0.15
B83	France	min	N/A	\$0.14
B84	French Antilles	min	N/A	\$0.51
B85	French Guiana	min	N/A	\$0.51
B86	French Polynesia	min	N/A	\$1.05
B87	Gabon	min	N/A	\$0.86
B88	Gambia	min	N/A	\$0.62
B89	Georgia	min	N/A	\$0.82
B90	Germany	min	N/A	\$0.14
B91	Ghana	min	N/A	\$0.57
B92	Gibraltar	min	N/A	\$0.81
B93	Greece	min	N/A	\$0.19
B94	Greenland	min	N/A	\$0.51
B95	Grenada	min	N/A	\$0.52
B96	Guadeloupe	min	N/A	\$0.50
B97	Guam	min	N/A	N/A
B98	Guantanamo Bay	min	N/A	\$1.49
B99	Guatemala	min	N/A	\$0.48
B100	Guinea	min	N/A	\$0.68
B101	Guinea Bissau	min	N/A	\$1.31
B102	Guyana	min	N/A	\$1.17
B103	Haiti	min	N/A	\$0.67
B104	Honduras	min	N/A	\$0.66
B105	Hong Kong	min	N/A	\$0.17
B106	Hungary	min	N/A	\$0.42
B107	Iceland	min	N/A	\$0.41

B108	India	min	N/A	\$0.76
B109	Indian Ocean (INMARSAT)	min	N/A	N/A
B110	Indonesia	min	N/A	\$0.48
B111	INMARSAT	min	N/A	N/A
B112	Iran	min	N/A	\$1.04
B113	Iraq	min	N/A	\$1.52
B114	Ireland	min	N/A	\$0.15
B115	Israel	min	N/A	\$0.22
B116	Italy	min	N/A	\$0.15
B117	Ivory Coast	min	N/A	\$0.98
B118	Jamaica	min	N/A	\$0.63
B119	Japan	min	N/A	\$0.14
B120	Jordan	min	N/A	\$0.82
B121	Kazakhstan	min	N/A	\$0.49
B122	Kenya	min	N/A	\$0.79
B123	Kiribati	min	N/A	\$1.05
B124	Korea, North	min	N/A	\$2.57
B125	Korea, South	min	N/A	\$0.19
B126	Kuwait	min	N/A	\$0.74
B127	Kyrgyzstan	min	N/A	\$0.87
B128	Laos	min	N/A	\$1.92
B129	Latvia	min	N/A	\$0.74
B130	Lebanon	min	N/A	\$0.95
B131	Lesotho	min	N/A	\$0.67
B132	Liberia	min	N/A	\$0.59
B133	Libya	min	N/A	\$0.76
B134	Liechtenstein	min	N/A	\$0.15
B135	Lithuania	min	N/A	\$0.95
B136	Luxembourg	min	N/A	\$0.15
B137	Macao	min	N/A	\$0.61
B138	Macedonia	min	N/A	\$0.49
B139	Madagascar	min	N/A	\$1.76
B140	Malawi	min	N/A	\$0.57
B141	Malaysia	min	N/A	\$0.38
B142	Maldives	min	N/A	\$1.14
B143	Mali Republic	min	N/A	\$1.15
B144	Malta	min	N/A	\$0.57
B145	Marshall Islands	min	N/A	\$0.61
B146	Martinique	min	N/A	\$0.51
B147	St. Barthelemy	min	N/A	\$0.51
B148	St. Martin	min	N/A	\$0.51
B149	Mauritania	min	N/A	\$0.82
B150	Mauritius	min	N/A	\$0.98
B151	Mayotte Island	min	N/A	\$2.79
B152	Mexico	min	N/A	\$0.25
B153	Micronesia	min	N/A	\$0.85
B154	Moldova	min	N/A	\$0.97
B155	Monaco	min	N/A	\$0.19
B156	Mongolia	min	N/A	\$1.34
B157	Montserrat	min	N/A	\$0.74
B158	Morocco	min	N/A	\$0.69
B159	Mozambique	min	N/A	\$1.00
B160	Myanmar	min	N/A	\$1.70
B161	Namibia	min	N/A	\$0.63
B162	Nauru Island	min	N/A	\$1.07
B163	Nepal	min	N/A	\$1.02
B164	Netherlands	min	N/A	\$0.14
B165	Netherlands Antilles	min	N/A	\$0.39
B166	St. Maarten	min	N/A	\$0.39
B167	Nevis	min	N/A	\$0.42
B168	New Caledonia	min	N/A	\$1.14
B169	New Zealand	min	N/A	\$0.21
B170	Nicaragua	min	N/A	\$0.53

B171	Niger	min	N/A	\$0.72
B172	Nigeria	min	N/A	\$0.74
B173	Niue	min	N/A	\$1.99
B174	Norfolk Island	min	N/A	\$1.47
B175	Norway	min	N/A	\$0.15
B176	Oman	min	N/A	\$0.87
B177	Pacific Ocean (INMARSAT)	min	N/A	N/A
B178	Pakistan	min	N/A	\$0.74
B179	Palau	min	N/A	\$1.02
B180	Panama	min	N/A	\$0.47
B181	Papua New Guinea	min	N/A	\$0.82
B182	Paraguay	min	N/A	\$0.52
B183	Peru	min	N/A	\$0.45
B184	Philippines	min	N/A	\$0.39
B185	Poland	min	N/A	\$0.36
B186	Portugal	min	N/A	\$0.21
B187	Qatar	min	N/A	\$0.83
B188	Reunion Island	min	N/A	\$0.79
B189	Romania	min	N/A	\$0.67
B190	Russia	min	N/A	\$0.29
B191	Rwanda	min	N/A	\$0.98
B192	San Marino	min	N/A	\$0.61
B193	Sao Tome and Principe	min	N/A	\$1.24
B194	Saudi Arabia	min	N/A	\$0.73
B195	Senegal Republic	min	N/A	\$1.13
B196	Seychelles Republic	min	N/A	\$1.18
B197	Sierra Leone	min	N/A	\$0.79
B198	Singapore	min	N/A	\$0.24
B199	Slovakia	min	N/A	\$0.49
B200	Slovenia	min	N/A	\$0.47
B201	Solomon Islands	min	N/A	\$1.00
B202	Somalia	min	N/A	\$1.90
B203	South Africa	min	N/A	\$0.38
B204	Spain	min	N/A	\$0.15
B205	Sri Lanka	min	N/A	\$0.89
B206	St. Helena	min	N/A	\$0.98
B207	St. Kitts	min	N/A	\$0.42
B208	St. Lucia	min	N/A	\$0.44
B209	St. Pierre and Miquelon	min	N/A	\$0.40
B210	St. Vincent and the Grenadines	min	N/A	\$0.52
B211	Sudan	min	N/A	\$1.08
B212	Suriname	min	N/A	\$1.03
B213	Swaziland	min	N/A	\$0.60
B214	Sweden	min	N/A	\$0.14
B215	Switzerland	min	N/A	\$0.14
B216	Syria	min	N/A	\$0.99
B217	Taiwan	min	N/A	\$0.22
B218	Tajikistan	min	N/A	\$0.46
B219	Tanzania	min	N/A	\$0.80
B220	Thailand	min	N/A	\$0.39
B221	Togo	min	N/A	\$0.91
B222	Tokelau	min	N/A	\$0.91
B223	Tonga Island	min	N/A	\$1.23
B224	Trinidad and Tobago	min	N/A	\$0.50
B225	Tunisia	min	N/A	\$0.62
B226	Turkey	min	N/A	\$0.49
B227	Turkmenistan	min	N/A	\$0.88
B228	Turks and Caicos Islands	min	N/A	\$0.49
B229	Tuvalu	min	N/A	\$1.44
B230	Uganda	min	N/A	\$0.64
B231	Ukraine	min	N/A	\$0.57
B232	United Arab Emirates	min	N/A	\$0.53
B233	United Kingdom	min	N/A	\$0.09

B234	Uruguay	min	N/A	\$0.49
B235	Uzbekistan	min	N/A	\$0.39
B236	Vanuatu	min	N/A	\$2.14
B237	Vatican City	min	N/A	\$0.20
B238	Venezuela	min	N/A	\$0.34
B239	Vietnam	min	N/A	\$1.24
B240	Wallis and Futuna Isls.	min	N/A	\$2.28
B241	Western Samoa	min	N/A	\$0.87
B242	Yemen	min	N/A	\$1.07
B243	Yugoslavia	min	N/A	\$0.63
B244	Zaire	min	N/A	\$0.71
B245	Zambia	min	N/A	\$0.70
B246	Zimbabwe	min	N/A	\$0.62

Unit Pricing: Directory Assistance

Item Number	Description	Unit		Per Call Cost
C1	Intrastate Directory Assistance (411) - 2 requests/call	call		\$0.75
C2	Interstate Directory Assistance (411) - 2 requests/call	call		\$1.25

Unit Pricing: Directory Listings

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
D1	Initial Directory Listing	ea	\$0.00	\$0.00
D2	Additional Directory Listing ³	ea	\$6.00	\$33.00
D3	Foreign Directory Listing ³	ea	\$6.00	\$33.00
	³ Subject to change – Pricing per others			

UNIT PRICING: Overtime Costs

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
E1	Expedite	ea	\$0.00	\$500.00
E2	Request outside normal business hours	hr	\$0.00	\$125.00

UNIT PRICING: Surcharges and Fees

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
F1	Federal Subscriber Line Charge (PRI)	N/A	\$28.85	N/A
F2	PRI Line Charge	N/A	\$28.55	N/A
F3	CT E911 Surcharge ³			
	E911 Surcharge - 11-25 Lines (Per Line Per BTN)	N/A	\$0.19	N/A
	E911 Surcharge - 26-50 Lines (Per Line Per BTN)	N/A	\$0.16	N/A
	E911 Surcharge - 51-99 Lines(Per Line Per BTN)	N/A	\$0.12	N/A
	E911 Surcharge - 100+ Lines (Per Line Per BTN)	N/A	\$0.09	N/A
	³ Subject to change – Pricing per others			

Note- Frontier Communications shall credit and issue an adjustment to the State for the Federal Subscriber Line Charge and PRI Line Charge pursuant to Section 8- Payments and Credits of this Contract, and Section 9.2- Surcharges and Fees of Exhibit 2.

Exhibit 3- Price Schedule

Contractor Name: Verizon Business Network Services Inc., o/b/o MCI Communications Services Inc., d/b/a Verizon Business Services

Delivery:	N/A to Network Services	Prompt Payment Terms: N/A
------------------	--------------------------------	----------------------------------

UNIT PRICING: ISDN PRI with Direct Inward Dialing (DID)

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
A1	ISDN PRI	ea	\$303.05	\$0
A2	DID Telephone Numbers	ea	\$3.77	\$0
	(block of 20 DID's only. For pricing on			
	models tab, works out to \$0.1885 per DID, but			
	only available in blocks of 20)			

UNIT PRICING: Intrastate, Interstate, International Long Distance:

Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost
B1	Intrastate Long Distance	min	\$0.0226	\$0.0250
B2	Interstate Long Distance	min	\$0.0202	\$0.0286
	<u>International Long Distance (Itemize by Country):</u>			
B3	Afghanistan	min	\$1.5076	\$1.7722
B4	Albania	min	0.8454	0.8642
B5	Algeria	min	0.6446	0.6624
B6	American Samoa	min	0.5692	0.5783
B7	Andorra	min	0.3109	0.3287
B8	Angola	min	1.0109	1.0298
B9	Anguilla	min	0.6415	0.6573
B10	Antartica (Casey)	min	0.8769	0.8963
B11	Antartica (Scott)	min	0.8509	0.8703
B12	Antigua (Barbuda)	min	0.4678	0.4795
B13	Argentina	min	0.4993	0.5095
B14	Armenia	min	0.8611	0.8764
B15	Aruba	min	0.4249	0.4611
B16	Ascension Island	min	0.8973	0.9167
B17	Atlantic Ocean East (INMARSAT)	min	NA	NA
B18	Atlantic Ocean West (INMARSAT)	min	NA	NA
B19	Australia	min	0.2498	0.2676
B20	Australian External Territories	min	0.2498	0.2676
B21	Australian Ex T - Norfolk Island	min	0.2498	0.2676
B22	Australian Ex T-Christmas Island	min	0.2498	0.2676
B23	Australian Ex T-Cocos Island	min	0.2498	0.2676
B24	Australian Ex T-Antartica	min	0.2498	0.2676
B25	Austria	min	0.4851	0.2676
B26	Azerbaijan	min	1.0731	1.0930
B27	Bahamas	min	0.2307	0.2670
B28	Bahrain	min	0.7689	0.7847

B29	Bangladesh	min	1.1159	1.1312	
B30	Barbados	min	0.5620	0.5819	
B31	Belarus	min	0.6334	0.6522	
B32	Belgium	min	0.3485	0.3679	
B33	Belize	min	0.6685	0.6853	
B34	Benin	min	0.7078	0.7144	
B35	Bermuda	min	0.3745	0.3806	
B36	Bhutan	min	1.5480	1.5673	
B37	Bolivia	min	0.6415	0.6604	
B38	Bosnia and Herzegovina	min	0.6680	0.6859	
B39	Botswana	min	0.5840	0.6028	
B40	Brazil	min	0.2870	0.2993	
B41	British Virgin Islands	min	0.4356	0.4535	
B42	Brunei	min	0.8540	0.8718	
B43	Bulgaria	min	0.4474	0.4662	
B44	Burkina Faso	min	0.7572	0.7755	
B45	Burma (Myanmar)	min	NA	NA	
B46	Burundi	min	1.9750	1.9928	
B47	Cambodia	min	1.7457	1.7645	
B48	Cameroon	min	0.8687	0.8805	
B49	Canada	min	0.0820	0.0886	
B50	Cape Verde Island	min	0.9090	0.9284	
B51	Cayman Island	min	0.3980	0.4010	
B52	Central African Rep.	min	1.7483	1.7676	
B53	Chad	min	2.3816	2.3994	
B54	Chile	min	0.3720	0.3909	
B55	China	min	0.3690	0.3879	
B56	Christmas & Cocos Islands	min	0.2498	0.2676	
B57	Colombia	min	0.5681	0.6069	
B58	Comoros	min	1.6295	1.6474	
B59	Congo	min	0.8148	0.8499	
B60	Cook Islands	min	1.6963	1.7110	
B61	Costa Rica	min	0.5442	0.5636	
B62	Croatia	min	0.6680	0.6859	
B63	Cuba	min	0.8102	0.8377	
B64	Cyprus	min	0.6272	0.6466	
B65	Czech Republic	min	0.5401	0.5580	
B66	Denmark	min	0.3225	0.3414	
B67	Diego Garcia	min	1.0833	1.0981	
B68	Djibouti	min	1.0542	1.0736	
B69	Dominica	min	0.5584	0.5768	
B70	Dominican Republic	min	0.2296	0.2427	
B71	East Timor	min	NA	NA	
B72	Ecuador	min	0.6929	0.7129	
B73	Egypt	min	0.7898	0.7938	
B74	El Salvador	min	0.5447	0.5554	
B75	Equatorial Guinea	min	1.9516	1.9709	
B76	Eritrea	min	1.3299	1.3477	
B77	Estonia	min	0.6624	0.6813	
B78	Ethiopia	min	1.1796	1.2000	
B79	Faeroe Islands	min	0.4474	0.4652	
B80	Falkland Islands	min	1.2433	1.2550	
B81	Fiji Islands	min	0.9197	0.9381	
B82	Finland	min	0.3572	0.3729	

B83	France	min	0.2063	0.2252	
B84	French Antilles	min	0.4443	0.4637	
B85	French Guiana	min	0.7607	0.7786	
B86	French Polynesia	min	1.6005	1.6194	
B87	Gabon	min	0.7755	0.7944	
B88	Gambia	min	0.6925	0.7078	
B89	Georgia	min	0.9295	0.9473	
B90	Germany	min	0.2150	0.2339	
B91	Ghana	min	0.6884	0.6976	
B92	Gibraltar	min	0.7434	0.7628	
B93	Greece	min	0.4388	0.4576	
B94	Greenland	min	0.4937	0.5029	
B95	Grenada	min	0.5630	0.5804	
B96	Guadeloupe	min	0.4933	0.5136	
B97	Guam	min	NA	NA	
B98	Guantanamo Bay	min	0.8102	0.8377	
B99	Guatemala	min	0.5049	0.5248	
B100	Guinea	min	1.4899	1.5092	
B101	Guinea Bissau	min	1.1735	1.1924	
B102	Guyana	min	0.9009	0.9147	
B103	Haiti	min	0.7134	0.7287	
B104	Honduras	min	0.6976	0.7134	
B105	Hong Kong	min	0.1640	0.1722	
B106	Hungary	min	0.4152	0.4346	
B107	Iceland	min	0.6069	0.6262	
B108	India	min	0.8611	0.8805	
B109	Indian Ocean (INMARSAT)	min	NA	NA	
B110	Indonesia	min	0.6318	0.6522	
B111	INMARSAT	min	NA	NA	
B112	Iran	min	1.0594	1.0614	
B113	Iraq	min	1.4267	1.4420	
B114	Ireland	min	0.3225	0.3414	
B115	Israel	min	0.5926	0.6104	
B116	Italy	min	0.3541	0.3735	
B117	Ivory Coast	min	1.0955	1.1108	
B118	Jamaica	min	0.4910	0.4748	
B119	Japan	min	0.1312	0.1394	
B120	Jordan	min	0.8917	0.8978	
B121	Kazakhstan	min	0.7261	0.7455	
B122	Kenya	min	0.7653	0.7852	
B123	Kiribati	min	1.9052	1.9199	
B124	Korea, North	min	2.4514	2.4703	
B125	Korea, South	min	0.4240	0.4433	
B126	Kuwait	min	0.9171	0.9335	
B127	Kyrgyzstan	min	1.1908	1.2102	
B128	Laos	min	1.8063	1.8257	
B129	Latvia	min	0.6624	0.6813	
B130	Lebanon	min	0.8300	0.8448	
B131	Lesotho	min	0.8188	0.8367	
B132	Liberia	min	0.5809	0.6069	
B133	Libya	min	1.1877	1.2071	
B134	Liechtenstein	min	0.2237	0.2426	
B135	Lithuania	min	0.8657	0.8846	
B136	Luxembourg	min	0.3399	0.3577	
B137	Macao	min	0.9034	0.9212	
B138	Macedonia	min	0.6680	0.6859	
B139	Madagascar	min	2.7561	2.7739	
B140	Malawi	min	0.6390	0.6568	

B141	Malaysia	min	0.4096	0.4285	
B142	Maldives	min	1.2199	1.2392	
B143	Mali Republic	min	1.1383	1.1561	
B144	Malta	min	0.7317	0.7495	
B145	Marshall Islands	min	1.0048	1.0196	
B146	Martinique	min	0.4443	0.4637	
B147	St. Barthelemy	min	0.4443	0.4637	
B148	St. Martin	min	0.4443	0.4637	
B149	Mauritania	min	0.9692	0.9890	
B150	Mauritius	min	1.1123	1.1317	
B151	Mayotte Island	min	1.6295	1.6474	
B152	Mexico	min	See below	See below	
B153	Micronesia	min	0.9263	0.9442	
B154	Moldova	min	0.9641	0.9834	
B155	Monaco	min	0.2191	0.2278	
B156	Mongolia	min	1.6611	1.6805	
B157	Montserrat	min	0.6649	0.6685	
B158	Morocco	min	0.7607	0.7760	
B159	Mozambique	min	1.1852	1.2041	
B160	Myanmar	min	2.3235	2.3429	
B161	Namibia	min	0.6884	0.7001	
B162	Nauru Island	min	2.1579	2.1773	
B163	Nepal	min	0.9732	0.9911	
B164	Netherlands	min	0.2237	0.2426	
B165	Netherlands Antilles	min	0.4856	0.5217	
B166	St. Maarten	min	NA	NA	
B167	Nevis	min	0.4617	0.4795	
B168	New Caledonia	min	1.0573	1.0762	
B169	New Zealand	min	0.8509	0.8703	
B170	Nicaragua	min	0.5651	0.5834	
B171	Niger	min	0.9121	0.9177	
B172	Nigeria	min	0.9615	0.9804	
B173	Niue	min	1.5918	1.6036	
B174	Norfolk Island	min	0.8769	0.8963	
B175	Norway	min	0.2063	0.2252	
B176	Oman	min	0.9070	0.9116	
B177	Pacific Ocean (INMARSAT)	min	NA	NA	
B178	Pakistan	min	0.9579	0.9783	
B179	Palau	min	1.0690	1.0879	
B180	Panama	min	0.5880	0.6054	
B181	Papua New Guinea	min	0.7031	0.7134	
B182	Paraguay	min	0.7164	0.7343	
B183	Peru	min	0.3854	0.4026	
B184	Philippines	min	0.5299	0.5523	
B185	Poland	min	0.3949	0.4127	
B186	Portugal	min	0.2624	0.2739	
B187	Qatar	min	0.9121	0.9319	
B188	Reunion Island	min	1.1908	1.2056	
B189	Romania	min	0.6069	0.6262	
B190	Russia	min	0.7261	0.7455	
B191	Rwanda	min	1.1877	1.2071	
B192	San Marino	min	1.0048	1.0196	
B193	Sao Tome and Principe	min	1.4272	1.4476	
B194	Saudi Arabia	min	0.9681	0.9860	
B195	Senegal Republic	min	1.1715	1.1724	
B196	Seychelles Republic	min	1.3243	1.3350	
B197	Sierra Leone	min	0.8672	0.8861	
B198	Singapore	min	0.4021	0.4408	

B199	Slovakia	min	0.5401	0.5580	
B200	Slovenia	min	0.6680	0.6859	
B201	Solomon Islands	min	1.1006	1.1200	
B202	Somalia	min	2.4743	2.4922	
B203	South Africa	min	0.3344	0.3494	
B204	Spain	min	0.4326	0.4520	
B205	Sri Lanka	min	0.9376	0.9417	
B206	St. Helena	min	1.2835	1,30.13	
B207	St. Kitts	min	0.4617	0.4795	
B208	St. Lucia	min	0.5549	0.5732	
B209	St. Pierre and Miquelon	min	0.4388	0.4566	
B210	St. Vincent and the Grenadines	min	0.6232	0.6410	
B211	Sudan	min	1.1938	1.2116	
B212	Suriname	min	1.1541	1.1668	
B213	Swaziland	min	0.7582	0.7760	
B214	Sweden	min	0.1946	0.2124	
B215	Switzerland	min	0.2237	0.2426	
B216	Syria	min	0.9615	0.9804	
B217	Taiwan	min	0.4841	0.4968	
B218	Tajikistan	min	0.7261	0.7455	
B219	Tanzania	min	0.7582	0.7760	
B220	Thailand	min	0.6670	0.6853	
B221	Togo	min	0.9473	0.9671	
B222	Tokelau	min	NA	NA	
B223	Tonga Island	min	0.9671	0.9865	
B224	Trinidad and Tobago	min	0.6166	0.6344	
B225	Tunisia	min	0.5549	0.5738	
B226	Turkey	min	0.4937	0.5131	
B227	Turkmenistan	min	1.7599	1.7747	
B228	Turks and Caicos Islands	min	0.5554	0.5752	
B229	Tuvalu	min	1.8996	1.9174	
B230	Uganda	min	0.7189	0.7363	
B231	Ukraine	min	0.6334	0.6522	
B232	United Arab Emirates	min	0.6064	0.6262	
B233	United Kingdom	min	0.0616	0.0669	
B234	Uruguay	min	0.7082	0.7235	
B235	Uzbekistan	min	0.7674	0.7868	
B236	Vanuatu	min	1.9052	1.9199	
B237	Vatican City	min	0.3541	0.3735	
B238	Venezuela	min	0.4611	0.4734	
B239	Vietnam	min	1.1414	1.1455	
B240	Wallis and Futuna Isls.	min	1.7396	1.7589	
B241	Western Samoa	min	0.8611	0.8795	
B242	Yemen	min	0.8680	0.9044	
B243	Yugoslavia	min	0.6798	0.6976	
B244	Zaire	min	0.7725	0.7872	
B245	Zambia	min	0.7827	0.7994	
B246	Zimbabwe	min	0.6272	0.6466	
	Mexico, Option 1 - Rate Bands/Steps 1 thru 3	min	0.1558	0.1640	
	Mexico, Option 1 - Rate Bands/Steps 4 thru 8	min	0.1804	0.1894	
	Mexico, Option 2/3 - Rate Steps 1 thru 4	min	0.1588	0.1640	
	Mexico, Option 2/3 - Rate Steps 5 thru 8	min	0.1834	0.1886	
Unit Pricing: Directory Assistance					
Item Number	Description	Unit		Per Call Cost	
C1	Intrastate Directory Assistance	call		\$0.39	
C2	Interstate Directory Assistance	call		\$0.39	

Unit Pricing: Directory Listings					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
D1	Initial Directory Listing	ea	\$0.00	\$0.00	
D2	Additional Directory Listing	ea	\$1.65	\$0.00	
D3	Foreign Directory Listing	ea	\$1.65	\$0.00	
UNIT PRICING: Overtime Costs					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
E1	Overtime Rate	1	\$0.00	See note below.	
Note: <i>Overtime hours will be priced accordingly, based on the level of Engineering support required.</i>					
UNIT PRICING: Surcharges and Fees					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
F1	Federal Universal Service Fee	1	\$0.00	\$0.00	
F2	Carrier Cost Recovery Charge	1	\$0.00	\$0.00	
F3	Carrier Annual Regulatory Charge	1	\$0.00	\$0.00	
F4	Property Tax Recovery Charge	1	\$0.00	\$0.00	
F5	Administrative Expense Fee	1	\$0.00	\$0.00	
F6	EUCL	1	\$0.00	\$0.00	
F7	**e911 Surcharge	1	See table below**	\$0.00	
Note:					
	<u>PRI Quantity</u>	<u>Charge per PRI</u>			
	1	0.58			
	2	0.44			
	3	0.39			
	4--5	0.35			
	6--10	0.29			
	11--25	0.23			
	26--50	0.19			
	51--99	0.15			
	100+	0.12			
	<i>Customer will be liable to pay E911 service fees listed above, per PRI, unless State has documentation waiving this charge.</i>				
F8	Carrier Access Charge		\$0.00	\$0.00	

Exhibit 3- Price Schedule

Contractor Name: Verizon Business Network Services Inc., o/b/o MCI Communications Services Inc., d/b/a Verizon Business Services

Delivery:	NA to network services	Prompt Payment Terms:
		NA

UNIT PRICING: International Long Distance with Mobile Termination Charge

Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost		
	<u>International Long Distance (Itemize by Country):</u>					
M1	Afghanistan	min	\$1.5866	\$1.8512		
M2	Albania	min	1.1091	1.1279		
M3	Algeria	min	1.0713	1.0891		
M4	Andorra	min	0.5293	0.5471		
M5	Angola	min	1.1059	1.1248		
M6	Anguilla	min	0.7882	0.8040		
M7	Antigua (Barbuda)	min	0.7478	0.7595		
M8	Argentina	min	0.7493	0.7595		
M9	Armenia	min	0.9867	1.0020		
M10	Aruba	min	0.6199	0.6561		
M11	Australian External Territories	min	0.3254	0.3432		
M12	Australian Ex T - Norfolk Island	min	0.3254	0.3432		
M13	Australian Ex T-Christmas Island	min	0.3254	0.3432		
M14	Australian Ex T-Cocos Island	min	0.3254	0.3432		
M15	Australian Ex T-Antartica	min	0.3254	0.3432		
M16	Austria	min	0.7701	0.7879		
M17	Azerbaijan	min	1.2634	1.2833		
M18	Bahamas	min	0.3807	0.4170		
M19	Bahrain	min	0.8097	0.8255		
M20	Bangladesh	min	1.1659	1.1812		
M21	Barbados	min	0.6856	0.7055		
M22	Belarus	min	0.6824	0.7012		
M23	Belgium	min	0.5282	0.5476		
M24	Belize	min	0.7175	0.7343		
M32	Benin	min	0.7509	0.7575		
M33	Bermuda	min	0.4245	0.4306		
M34	Bhutan	min	1.6380	1.6573		
M35	Bolivia	min	0.7115	0.7304		
M36	Bosnia and Herzegovina	min	0.9497	0.9676		
M37	Botswana	min	0.8266	0.8454		
M38	Brazil	min	0.4750	0.4873		
M39	British Virgin Islands	min	0.6236	0.6415		
M40	Brunei	min	0.9040	0.9218		
M41	Bulgaria	min	0.7789	0.7977		
M42	Burkina Faso	min	0.8161	0.8344		
M44	Burundi	min	2.0700	2.0878		
M45	Cambodia	min	1.8257	1.8445		
M46	Cameroon	min	0.9265	0.9383		
M48	Cape Verde Island	min	0.9974	1.0168		
M49	Cayman Island	min	0.5580	0.5610		
M50	Central African Rep.	min	1.8483	1.8676		
M51	Chad	min	2.4987	2.5165		
M52	Chile	min	0.5058	0.5247		
M53	China	min	0.4190	0.4379		

M55	Colombia	min	0.6496	0.6886		
M56	Comoros	min	1.7245	1.7424		
M57	Congo	min	0.8648	0.8999		
M59	Costa Rica	min	1.7663	1.7810		
M60	Croatia	min	0.7307	0.7501		
M62	Cyprus	min	0.6762	0.6956		
M63	Czech Republic	min	0.6401	0.6580		
M64	Denmark	min	0.4793	0.4982		
M66	Djibouti	min	1.1442	1.1636		
M67	Dominica	min	0.6816	0.7000		
M68	Dominican Republic	min	0.3006	0.3137		
M70	Ecuador	min	0.8434	0.8634		
M71	Egypt	min	0.8948	0.8988		
M72	El Salvador	min	0.6570	0.6677		
M73	Equatorial Guinea	min	2.0416	2.0509		
M74	Eritrea	min	1.3404	1.3582		
M75	Estonia	min	1.1004	1.1193		
M76	Ethiopia	min	1.2746	1.2950		
M77	Faeroe Islands	min	0.6644	0.6822		
M79	Fiji Islands	min	1.0097	1.0281		
M80	Finland	min	0.4972	0.5120		
M81	France	min	0.2981	0.3170		
M82	French Antilles	min	0.5193	0.5387		
M83	French Guiana	min	0.8827	0.9006		
M84	French Polynesia	min	1.7484	1.7673		
M85	Gabon	min	1.3255	1.3444		
M86	Gambia	min	0.7425	0.7578		
M87	Georgia	min	1.0133	1.0311		
M88	Germany	min	0.3181	0.3370		
M89	Ghana	min	0.7834	0.7926		
M90	Gibraltar	min	1.0054	1.0248		
M91	Greece	min	0.5468	0.5656		
M92	Greenland	min	0.5837	0.5929		
M93	Grenada	min	0.6866	0.7040		
M94	Guadeloupe	min	0.6505	0.6708		
M97	Guatemala	min	0.4185	0.4062		
M98	Guinea	min	1.5799	1.5992		
M99	Guinea Bissau	min	1.2635	1.2824		
M100	Guyana	min	0.9959	1.0097		
M101	Haiti	min	0.7784	0.7937		
M102	Honduras	min	0.8171	0.8329		
M103	Hong Kong	min	0.1990	0.2072		
M104	Hungary	min	0.5102	0.5296		
M105	Iceland	min	0.7389	0.7582		
M106	India	min	0.9111	0.9305		
M108	Indonesia	min	0.6943	0.7147		
M110	Iran	min	1.1042	1.1062		
M111	Iraq	min	1.5757	1.5910		
M112	Ireland	min	0.5975	0.6164		
M113	Israel	min	0.6725	0.6903		
M114	Italy	min	0.5741	0.5935		
M115	Ivory Coast	min	1.4355	1.4508		
M116	Jamaica	min	0.6035	0.6273		
M117	Japan	min	0.2502	0.2584		
M118	Jordan	min	0.9967	1.0028		
M119	Kazakhstan	min	0.9599	0.9793		
M120	Kenya	min	0.8603	0.8802		
M123	Korea, South	min	0.5240	0.5433		

M124	Kuwait	min	0.9700	0.9864		
M125	Kyrgyzstan	min	1.4308	1.4502		
M126	Laos	min	1.8963	1.9157		
M127	Latvia	min	1.1720	1.1909		
M128	Lebanon	min	0.9550	0.9698		
M129	Lesotho	min	0.8455	0.8634		
M130	Liberia	min	0.6759	0.7019		
M131	Libya	min	1.3093	1.3287		
M132	Liechtenstein	min	0.9706	0.9895		
M133	Lithuania	min	0.9597	0.9786		
M134	Luxembourg	min	0.5196	0.5374		
M135	Macao	min	0.9934	1.0112		
M136	Macedonia	min	1.0227	1.0406		
M137	Madagascar	min	3.5561	3.5739		
M138	Malawi	min	0.7290	0.7468		
M139	Malaysia	min	0.5046	0.5235		
M140	Maldives	min	1.3099	1.3292		
M141	Mali Republic	min	1.2085	1.2263		
M142	Malta	min	0.8839	0.9017		
M143	Marshall Islands	min	0.5193	0.5387		
M144	Martinique	min	0.5193	0.5387		
M145	St. Barthelemy	min	0.5193	0.5387		
M146	St. Martin	min	0.5193	0.5387		
M147	Mauritania	min	1.0485	1.0683		
M148	Mauritius	min	1.4423	1.4617		
M150	Mexico	min	0.2776	0.2836		
M152	Moldova	min	1.0629	1.0822		
M153	Monaco	min	0.6596	0.6683		
M154	Mongolia	min	1.7511	1.7705		
M155	Montserrat	min	0.7549	0.7585		
M156	Morocco	min	1.1297	1.1450		
M157	Mozambique	min	1.3759	1.3948		
M158	Myanmar	min	2.6735	2.6929		
M159	Namibia	min	0.7973	0.8090		
M161	Nepal	min	1.0222	1.0401		
M162	Netherlands	min	0.3720	0.3909		
M163	Netherlands Antilles	min	0.5346	0.5707		
M166	New Caledonia	min	1.1473	1.1642		
M167	New Zealand	min	1.0143	1.0337		
M168	Nicaragua	min	0.8051	0.8234		
M169	Niger	min	1.3121	1.3177		
M170	Nigeria	min	1.0565	1.0754		
M173	Norway	min	0.4013	0.4202		
M174	Oman	min	1.1480	1.1526		
M176	Pakistan	min	1.0079	1.0283		
M177	Palau	min	1.5707	1.5896		
M178	Panama	min	0.7169	0.7343		
M179	Papua New Guinea	min	0.8849	0.8952		
M180	Paraguay	min	0.8116	0.8295		
M181	Peru	min	0.5065	0.5237		
M182	Philippines	min	0.5849	0.6073		
M183	Poland	min	0.6904	0.7082		
M184	Portugal	min	0.3500	0.3615		
M185	Qatar	min	0.9650	0.9848		
M186	Reunion Island	min	1.2908	1.3056		
M187	Romania	min	0.7129	0.7322		
M188	Russia	min	0.9471	0.9665		
M189	Rwanda	min	1.5277	1.5471		

M190	San Marino	min	1.3056	1.3204		
M191	Sao Tome and Principe	min	1.5172	1.5376		
M192	Saudi Arabia	min	1.0210	1.0389		
M193	Senegal Republic	min	1.4815	1.4824		
M194	Seychelles Republic	min	1.3743	1.3850		
M195	Sierra Leone	min	0.9572	0.9761		
M196	Singapore	min	0.4521	0.4908		
M197	Slovakia	min	0.6415	0.6594		
M198	Slovenia	min	0.8465	0.8644		
M201	South Africa	min	0.4646	0.4796		
M202	Spain	min	0.5454	0.5648		
M203	Sri Lanka	min	0.9740	0.9781		
M205	St. Kitts	min	0.6217	0.6395		
M206	St. Lucia	min	0.6737	0.6920		
M207	St. Pierre and Miquelon	min	1.0988	1.1166		
M208	St. Vincent and the Grenadines	min	0.7482	0.7660		
M209	Sudan	min	1.2520	1.2698		
M210	Suriname	min	1.2874	1.3001		
M211	Swaziland	min	0.9092	0.9270		
M212	Sweden	min	0.2741	0.2919		
M213	Switzerland	min	0.4937	0.5126		
M214	Syria	min	1.0665	1.0854		
M215	Taiwan	min	0.5941	0.6068		
M216	Tajikistan	min	0.7761	0.7955		
M217	Tanzania	min	0.8102	0.8280		
M218	Thailand	min	0.7620	0.7803		
M219	Togo	min	1.2973	1.3171		
M221	Tonga Island	min	1.5671	1.5865		
M222	Trinidad and Tobago	min	0.7666	0.7844		
M223	Tunisia	min	0.7991	0.8180		
M224	Turkey	min	0.6513	0.6707		
M225	Turkmenistan	min	1.8499	1.8647		
M226	Turks and Caicos Islands	min	0.7154	0.7352		
M228	Uganda	min	0.8139	0.8313		
M229	Ukraine	min	0.7124	0.7312		
M230	United Arab Emirates	min	0.6584	0.6782		
M231	United Kingdom	min	0.3366	0.3419		
M232	Uruguay	min	0.8787	0.8940		
M233	Uzbekistan	min	0.8183	0.8377		
M234	Vanuatu	min	1.9952	2.0099		
M236	Venezuela	min	0.5452	0.5575		
M237	Vietnam	min	1.1764	1.1805		
M239	Western Samoa	min	0.9379	0.9563		
M240	Yemen	min	1.0080	1.0444		
M242	Zaire	min	0.8675	0.8822		
M243	Zambia	min	0.8861	0.9028		
M244	Zimbabwe	min	1.1272	1.1466		

Exhibit 3- Price Schedule

Contractor Name: Verizon Business Network Services Inc., o/b/o MCI Communications Services Inc., d/b/a Verizon Business Services

Delivery:	NA to network services	Prompt Payment Terms: NA
------------------	-------------------------------	---------------------------------

UNIT PRICING: ISDN PRI Related Services

V1	Virtual Foreign Exchange (VFX) PRI or T1 (includes LNP and FSLC)	ea	\$695.00	\$0
V2	Local - Disaster Recovery Routing	ea	\$200.00	\$0
V3	Local - Call Overflow Routing	ea	\$0.00	\$0.00
V4	ISDN PRI - Statewide (includes LNP and FSLCIEUCL)	ea	\$350.00	\$0.00
V5	Telecommunications Services Priority (TSP) Priority Restoration per Circuit without Local Access Coordination (on-net VzB circuit)	ea	\$16.00	\$305.00
V6	Telecommunications Services Priority (TSP) Priority Restoration per PRI with one non-VzB local access channel coordination	ea	\$16.00	\$710.00
V7	Telecommunications Services Priority (TSP) Priority Restoration per local access coordination - CT	ea	\$9.15	\$105.03
V8	Telecommunications Services Priority (TSP) Emergency/Essential Provisioning per Circuit without Local Access Coordination (on-net VzB circuit)	ea	\$0.00	\$460.00
V9	Telecommunications Services Priority (TSP) Emergency/Essential Provisioning per PRI with one non-VzB local access channel	ea	\$0.00	\$715.00
V10	Telecommunications Services Priority (TSP) Emergency/Essential Provisioning per local access coordination - CT	ea	\$118.02	\$0.00
V11	Telecommunications Services Priority (TSP) Change Charges per Circuit without Local Access Coordination on-net VzB circuit)*	ea	\$0.00	\$45.00
V12	Telecommunications Services Priority (TSP) Change Charge per Circuit with one local access channel coordination*	ea	\$0.00	\$195.00
V13	Telecommunications Services Priority (TSP) Change Charge per Circuit for each additional local access coordination*	ea	\$0.00	\$195.00
V14	Telecommunications Services Priority (TSP) Change Charge per local access - CT*	ea	\$0.00	\$65.80
V15	Remote Cali Forward (RCF) per Telephone Number per Path	ea	\$20.00	\$0.00

V16	Manual Remote Call Forward for 1 to 10 numbers	ea	\$50.00	\$750.00
V17	Automatic Trunk Overflow Outside the MCI Switch (per path per month)	ea	\$20.00	\$0.00
V18	Manual Trunk Overflow up to 100 Numbers	ea	\$200.00	\$1,000.00
V19	Expedite Fee (See Nate I)	ea	\$0.00	\$600.00
V20	Inbound Caller ID with Name	ec	\$60.00	\$0.00

* Change charges apply when the TSP Priority Level for a circuit changes

Note 1: Verizon Business shall notify the DAS BEST Telecomm Admin Group (TAG) if any telecomm service request order would require an expedite fee. The fee will only be authorized if the TAG provides advance written approval of the expedite fee for that request.

EXHIBIT 3, SP-16
PRICE SCHEDULE

Contractor Name: Windstream				
Delivery:				Prompt Payment Terms:
				Net 20
Non-Recurring Charges				
Indicate whether non-recurring charges will be waived for the State.				
Contractor's prices offerings shall be valid for the term of the contract.				
UNIT PRICING: ISDN PRI with Direct Inward Dialing (DID):				
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
A1	ISDN PRI	1	\$ 200.00	\$ -
A2	DID Telephone Numbers (Blocks of 20 Numbers)	1	\$ 2.05	\$ -
A3	Federal Subscriber Line Charge*	1	\$ 46.00	\$ -
A4	Access Recovery**	1	\$ 15.00	\$ -
	Optional Services:			
A5	Foreign Exchange DID Numbers (per exchange)	1	\$ 100.00	\$ -
A6	Direct Trunk Overflow	1	\$ 34.95	\$ -
A7	PS ALI	1	\$ 25.00	\$ -
A8	CPNI Billing	1	\$ 25.00	\$ -
	* Invoice will include promotional credit	1	\$ (46.00)	
	** Invoice will include promotional credit	1	\$ (15.00)	
UNIT PRICING: Intrastate, Interstate, International Long Distance:				
Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost
B1	Intrastate Long Distance	1	\$ 0.01	
B2	Interstate Long Distance	1	\$ 0.01	
	Optional Long Distance Call Pack (Blocks of 1000 minutes)			Overage Rate
B3	1000 to 50,000 MOU per month	1	\$20 each block	\$ 0.033
B4	51,000 to 100,000 MOU per month	1	\$18 each block	\$ 0.027
B5	100,001 to 250,000 MOU per month	1	\$15 each block	\$ 0.018
B6	251,000 + MOU per month	1	\$10 each block	\$ 0.011
	International Long Distance (Itemize by Country):			
B3	Afghanistan	\$ 0.7650		
B4	Albania	\$ 0.3060		
B5	Algeria	\$ 0.2380		
B6	Amer Somoa	\$ 0.4823		
B7	Andorra	\$ 0.0978		
B8	Angola	\$ 0.3825		
B9	Antarctica Casey	\$ 2.2069		
B10	Antarctica Norfolk Island	\$ 0.9700		
B11	Antarctica Scott	\$ 0.9700		
B12	Argentina	\$ 0.0560		
B13	Argentina Buenos Aires	\$ 0.0198		
B14	Armenia	\$ 0.2189		
B15	Armenia Yerevan	\$ 0.2189		
B16	Aruba	\$ 0.2380		
B17	Ascension Island	\$ 2.7671		
B18	Australia	\$ 0.0399		
B19	Austria	\$ 0.0569		
B20	Austria Vienna	\$ 0.0478		
B21	Azerbaijan	\$ 0.3925		
B22	Bahrain	\$ 0.3825		
B23	Bangladesh	\$ 0.3060		
B24	Bangladesh Chittagong	\$ 0.3060		
B25	Bangladesh Dhaka	\$ 0.1063		

EXHIBIT B-3, SP-16
PRICE SCHEDULE

B26	Belarus	\$	0.4486			
B27	Belgium	\$	0.0313			
B28	Belize	\$	0.4711			
B29	Benin	\$	0.3478			
B30	Bhutan	\$	0.3145			
B31	Bolivia	\$	0.2763			
B32	Bolivia La Paz	\$	0.1615			
B33	Bosnia / Herzegovina	\$	0.2890			
B34	Botswana	\$	0.2210			
B35	Brazil	\$	0.0784			
B36	Brazil, Belo Horizonte	\$	0.0365			
B37	Brazil, Rio	\$	0.0385			
B38	Brazil, Sao Paulo	\$	0.0365			
B39	Brunei	\$	0.1530			
B40	Bulgaria	\$	0.1615			
B41	Burkina Faso	\$	0.4363			
B42	Burma/Myanmar	\$	0.7183			
B43	Burundi	\$	0.3358			
B44	Cambodia	\$	0.5738			
B45	Cameroon	\$	0.4590			
B46	Cameroon, Douala	\$	0.4590			
B47	Cape Verde	\$	0.5738			
B48	Central Africa	\$	0.8122			
B49	Chad	\$	0.6750			
B50	Chile	\$	0.2495			
B51	Chile, Santiago	\$	0.0773			
B52	China Prc	\$	0.0305			
B53	China Prc, Prc-Beijing	\$	0.0248			
B54	China Prc, Prc-Shanghai	\$	0.0315			
B55	China, Canton	\$	0.0383			
B56	China, Fuzhou	\$	0.0450			
B57	Christmas Island	\$	0.7300			
B58	Cocos/Kelliling Island	\$	0.0700			
B59	Colombia	\$	0.1615			
B60	Colombia, Baranquilla	\$	0.0850			
B61	Colombia, Bogota	\$	0.0633			
B62	Colombia, Cali	\$	0.0850			
B63	Colombia, Medellin	\$	0.1445			
B64	Colombia, Pereira	\$	0.1615			
B65	Comoros	\$	0.6750			
B66	Comoros, Mayotte	\$	0.6750			
B67	Congo	\$	0.8805			
B68	Cook Island	\$	1.4233			
B69	Costa Rica	\$	0.1053			
B70	Croatia	\$	0.1148			
B71	Cuba	\$	1.8767			
B72	Cuba, Guantanamo Bay	\$	1.5300			
B73	Cyprus	\$	0.1360			
B74	Czech	\$	0.0680			
B75	Czech Republic, Prague	\$	0.0508			
B76	Denmark	\$	0.0281			
B77	Diego Garcia	\$	2.4790			
B78	Djibouti	\$	0.7621			
B79	Ecuador	\$	0.2890			
B80	Ecuador, Cuenca	\$	0.2475			
B81	Ecuador, Guayaquil	\$	0.2475			
B82	Ecuador, Quito	\$	0.2765			
B83	Egypt	\$	0.3145			
B84	Egypt, Cairo	\$	0.3145			
B85	El Salvador	\$	0.3987			
B86	Equatorial Guinea	\$	0.5568			
B87	Eritrea	\$	0.6715			
B88	Estonia	\$	0.0595			
B89	Ethiopia	\$	0.6715			
B90	Faeroe Islands	\$	0.2593			
B91	Falkland Islands	\$	1.5524			
B92	Fiji Islands	\$	0.5270			
B93	Finland	\$	0.0922			
B94	France	\$	0.0267			
B95	France Paris	\$	0.0232			

EXHIBIT B-3, SP-16
PRICE SCHEDULE

B96	French Antilles	\$	0.1907			
B97	French Guiana	\$	0.2678			
B98	French Polynesia	\$	0.4744			
B99	Gabon	\$	0.3150			
B100	Gambia	\$	0.7091			
B101	Georgia	\$	0.1360			
B102	Germany	\$	0.0269			
B103	Germany, Frankfurt	\$	0.0266			
B104	Ghana	\$	0.3682			
B105	Gibraltar	\$	0.1445			
B106	Gilbert Island/Kiribati	\$	1.2950			
B107	Greece	\$	0.0595			
B108	Greece, Athens	\$	0.0385			
B109	Greenland	\$	1.0074			
B110	Guadeloupe	\$	0.1743			
B111	Guatemala	\$	0.3136			
B112	Guinea	\$	0.7589			
B113	Guinea Bissau	\$	1.1475			
B114	Guyana	\$	0.5950			
B115	Haiti	\$	0.4549			
B116	Honduras	\$	0.5653			
B117	Hong Kong	\$	0.0308			
B118	Hungary	\$	0.0850			
B119	Iceland	\$	0.0550			
B120	India	\$	0.1870			
B121	India Ahmedabad	\$	0.2380			
B122	India Bangalore	\$	0.2380			
B123	India Baroda	\$	0.2380			
B124	India Bombay	\$	0.1870			
B125	India Calcutta	\$	0.2380			
B126	India Hyderabad	\$	0.2380			
B127	India Madras	\$	0.2380			
B128	India New Delhi	\$	0.2380			
B129	Indonesia	\$	0.1552			
B130	Indonesia Jakarta	\$	0.0765			
B131	Indonesia Surabaya	\$	0.0765			
B132	Inmarsat (AOR)	\$	7.3150			
B133	Inmarsat (IOR)	\$	10.1250			
B134	Inmarsat (POR)	\$	7.1740			
B135	Inmarsat (WAT)	\$	13.3548			
B136	Iran	\$	0.2210			
B137	Iraq	\$	0.6970			
B138	Ireland	\$	0.0385			
B139	Ireland, Dublin	\$	0.0303			
B140	Iridium	\$	6.6288			
B141	Israel	\$	0.0303			
B142	Israel Tel Aviv	\$	0.0303			
B143	Italy	\$	0.0322			
B144	Italy Milan	\$	0.0321			
B145	Italy Rome	\$	0.0320			
B146	Italy Vatican City	\$	0.1051			
B147	Ivory Coast	\$	0.4519			
B148	Japan	\$	0.0518			
B149	Japan Military	\$	0.0522			
B150	Japan Nagoya	\$	0.0550			
B151	Japan Osaka	\$	0.0531			
B152	Japan Sapporo	\$	0.0517			
B153	Japan Tokyo	\$	0.0536			
B154	Jordan	\$	0.3273			
B155	Kazakhstan	\$	0.3145			
B156	Kenya	\$	0.4803			
B157	Korea (North)	\$	1.1475			
B158	Korea (South)	\$	0.0325			
B159	Korea (South) Mobile	\$	0.0896			
B160	Korea (South) Seoul	\$	0.0357			
B161	Kuwait	\$	0.1913			
B162	Kyrgyzstan	\$	0.2763			
B163	Laos	\$	0.3528			
B164	Latvia	\$	0.2763			
B165	Lebanon	\$	0.2016			

EXHIBIT B-17
PRICE SCHEDULE

B166	Lesotho	\$	0.3507			
B167	Liberia	\$	0.6078			
B168	Libya	\$	0.5031			
B169	Liechtenstein	\$	0.1332			
B170	Lithuania	\$	0.1828			
B171	Luxembourg	\$	0.0468			
B172	Macao	\$	0.1063			
B173	Macedonia	\$	0.3443			
B174	Madagascar	\$	0.7459			
B175	Malawi	\$	0.2030			
B176	Malaysia	\$	0.0468			
B177	Malaysia Kuala Lumpur	\$	0.0468			
B178	Maldives	\$	0.9894			
B179	Mali Republic	\$	0.4803			
B180	Malta	\$	0.3060			
B181	Marshall Islands	\$	0.5823			
B182	Mauritania	\$	0.5738			
B183	Mauritius	\$	0.4505			
B184	Mayotte	\$	0.6750			
B185	Mexico	\$	0.1243			
B186	Mexico, Guadalajara	\$	0.0277			
B187	Mexico, Mexico City	\$	0.0249			
B188	Mexico, Monterrey	\$	0.0245			
B189	Mexico, On-Net EA	\$	0.0709			
B190	Micronesia	\$	0.5738			
B191	Moldova	\$	0.2786			
B192	Monaco	\$	0.0850			
B193	Monaco France	\$	0.0850			
B194	Mongolia	\$	0.2763			
B195	Morocco	\$	0.5050			
B196	Mozambique	\$	0.2380			
B197	Nahodka	\$	2.4419			
B198	Namibia	\$	0.2210			
B199	Nauru	\$	2.2500			
B200	Nepal	\$	0.4038			
B201	Netherlands	\$	0.0355			
B202	Netherlands Amsterdam	\$	0.0353			
B203	Netherlands Antilles	\$	0.2763			
B204	New Caledonia	\$	0.6333			
B205	New Zealand	\$	0.0288			
B206	Nicaragua	\$	0.3443			
B207	Niger Republic	\$	0.3414			
B208	Nigeria	\$	0.2218			
B209	Nigeria Lagos	\$	0.2075			
B210	Niue Island	\$	1.9150			
B211	Norway	\$	0.0315			
B212	Oman	\$	0.4675			
B213	Pakistan	\$	0.4293			
B214	Pakistan Karachi	\$	0.4293			
B215	Palau Republic	\$	0.6418			
B216	Palestine	\$	0.4043			
B217	Panama	\$	0.1183			
B218	Papua New Guinea	\$	1.2714			
B219	Paraguay	\$	0.2593			
B220	Paraguay Ascuncion	\$	0.2593			
B221	Peru	\$	0.1233			
B222	Peru, Lima	\$	0.0498			
B223	Philippines	\$	0.2975			
B224	Philippines Manila	\$	0.2975			
B225	Philippines Spec. Svcs	\$	0.2975			
B226	Poland	\$	0.0490			
B227	Poland Warsaw	\$	0.0468			
B228	Portugal	\$	0.0468			
B229	Portugal Lisbon	\$	0.0468			
B230	Portugal Madeira	\$	0.0468			
B231	Qatar	\$	0.5568			
B232	Reunion Island	\$	0.2210			
B233	Romania	\$	0.2125			
B234	Romania Buckharest	\$	0.1530			
B235	Russia	\$	0.0978			

EXHIBIT B-3
PRICE SCHEDULE

B236	Russia Moscow	\$	0.0318			
B237	Russia Overlay	\$	0.1150			
B238	Russia St. Petersburg	\$	0.0298			
B239	Rwanda	\$	0.2890			
B240	San Marino	\$	0.0555			
B241	Sao Tome	\$	0.3825			
B242	Saudi Arabia	\$	0.4095			
B243	Saudi Arabia Dharan	\$	0.3825			
B244	Saudi Arabia Jeddah	\$	0.3825			
B245	Saudi Arabia Ryadh	\$	0.3825			
B246	Senegal	\$	0.4850			
B247	Seychelles Island	\$	0.4038			
B248	Sierra Leone	\$	0.8625			
B249	Singapore	\$	0.0248			
B250	Slovakia	\$	0.1148			
B251	Slovenia	\$	0.1148			
B252	Solomon Islands	\$	1.9344			
B253	Somalia	\$	1.1008			
B254	South Africa	\$	0.0945			
B255	South Africa Johannesburg	\$	0.0754			
B256	Spain	\$	0.0251			
B257	Spain Barcelona	\$	0.0243			
B258	Spain Madrid	\$	0.0391			
B259	Sri Lanka	\$	0.3655			
B260	St Helena	\$	2.8707			
B261	St Pierre/Miquelon	\$	0.4168			
B262	Sudan	\$	0.4420			
B263	Suriname	\$	0.5738			
B264	Swaziland	\$	0.2295			
B265	Sweden	\$	0.0193			
B266	Switzerland	\$	0.0334			
B267	Syria	\$	0.5440			
B268	Taiwan	\$	0.0383			
B269	Taiwan Kaohsiung	\$	0.0383			
B270	Taiwan Taipei	\$	0.0315			
B271	Taiwan, Tainan	\$	0.0383			
B272	Tajikistan	\$	0.4850			
B273	Tanzania	\$	0.4803			
B274	Tanzania Zanzibar	\$	2.3650			
B275	Thailand	\$	0.1743			
B276	Thailand Bangkok	\$	0.1063			
B277	Togo	\$	0.7820			
B278	Tokelau	\$	1.3500			
B279	Tonga	\$	0.8001			
B280	Tunisia	\$	0.5310			
B281	Turkey	\$	0.2678			
B282	Turkey Istanbul	\$	0.1750			
B283	Turkmenistan	\$	0.3358			
B284	Tuvalu	\$	1.4365			
B285	Uganda	\$	0.2523			
B286	Ukraine	\$	0.2295			
B287	United Arab Emirates	\$	0.3324			
B288	United Kingdom	\$	0.0193			
B289	United Kingdom London	\$	0.0193			
B290	Uruguay	\$	0.2017			
B291	Uzbekistan	\$	0.2125			
B292	Vanuatu/New Hebridi	\$	1.4365			
B293	Vatican City	\$	0.1051			
B294	Venezuela	\$	0.1063			
B295	Venezuela Caracas	\$	0.0756			
B296	Vietnam	\$	0.6035			
B297	Vietnam Ho Chi Minh	\$	0.6035			
B298	Vietnam Hanoi	\$	0.6035			
B299	Wallis/Futuna	\$	1.5980			
B300	Western Samoa	\$	0.6035			
B301	Yemen Arab	\$	0.3910			
B302	Yugoslavia/Serbia	\$	0.2153			
B303	Zaire	\$	0.5822			
B304	Zambia	\$	0.1913			
B305	Zimbabwe	\$	0.1969			

EXHIBIT 3, SP-16
PRICE

Unit Pricing: Directory Assistance					
Item Number	Description	Unit	Monthly Recurring Cost		
C1	Intrastate Directory Assistance	1	\$ 1.99		
C2	Interstate Directory Assistance	1	\$ 1.99		
Unit Pricing: Directory Listings					
Item Number	Description	Unit	Monthly Recurring Cost		
D1	Initial Directory Listing	1	\$ -		
D2	Additional Directory Listing	1	\$ 1.65		
D3	Foreign Directory Listing	1	\$ 5.50		
UNIT PRICING: Overtime Costs					
Item Number	Description	Unit	Monthly Recurring Cost		
E1	N/A				
E2					
E3					
UNIT PRICING: Surcharges and Fees					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
F1	Service Orders Charges	1	\$ -	\$ 39.95	
F2					
F3					

Exhibit 3- Price Schedule

Bidder Name: Windstream

Delivery:		Prompt Payment Terms: NET 45 Days
------------------	--	--

UNIT PRICING: ISDN PRI with Direct Inward Dialing (DID):

Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost		
A1	ISDN PRI	1	\$ 200.00	\$ -		
A2	DID Telephone Numbers (Blocks of 20 Numbers)	1	\$ 2.05	\$ -		
A3	Federal Subscriber Line Charge	1	\$ 46.00	\$ -		
A4	Access Recovery	1	\$ 15.00	\$ -		
	Optional Services:					
A5	Foreign Exchange DID Numbers (per exchange)	1	\$ 100.00	\$ -		
A6	Direct Trunk Overflow	1	\$ 34.95	\$ -		
A7	PS ALI	1	\$ 25.00	\$ -		
A8	CPNI Billing	1	\$ 25.00	\$ -		

Note- Windstream shall credit and issue an adjustment to the State for the Federal Subscriber Line Charge and Access Recovery charge pursuant to Section 8- Payments and Credits of this Contract, and Section 9.2- Surcharges and Fees of Exhibit 2.

UNIT PRICING: Intrastate, Interstate, International Long Distance:

Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost		
B1	Intrastate Long Distance	1	\$ 0.02			
B2	Interstate Long Distance	1	\$ 0.016			
	Optional Long Distance Call Pack (Blocks of 1000 minutes)			Overage Rate		
B3	1000 to 50,000 MOU per month	1	\$20 each block	\$ 0.033		
B4	51,000 to 100,000 MOU per month	1	\$18 each block	\$ 0.027		
B5	100,001 to 250,000 MOU per month	1	\$15 each block	\$ 0.018		
B6	251,000 + MOU per month	1	\$10 each block	\$ 0.011		
	International Long Distance (Itemize by Country):					
B3	Afghanistan	\$ 0.7650				
B4	Albania	\$ 0.3060				
B5	Algeria	\$ 0.2380				
B6	Amer Somoa	\$ 0.4823				
B7	Andorra	\$ 0.0978				
B8	Angola	\$ 0.3825				
B9	Antarctica Casey	\$ 2.2069				
B10	Antarctica Norfolk Island	\$ 0.9700				
B11	Antarctica Scott	\$ 0.9700				
B12	Argentina	\$ 0.0560				
B13	Argentina Buenos Aires	\$ 0.0198				
B14	Armenia	\$ 0.2189				
B15	Armenia Yerevan	\$ 0.2189				
B16	Aruba	\$ 0.2380				
B17	Ascension Island	\$ 2.7671				
B18	Australia	\$ 0.0399				
B19	Austria	\$ 0.0569				
B20	Austria Vienna	\$ 0.0478				
B21	Azerbaijan	\$ 0.3925				
B22	Bahrain	\$ 0.3825				
B23	Bangladesh	\$ 0.3060				
B24	Bangladesh Chittagong	\$ 0.3060				
B25	Bangladesh Dhaka	\$ 0.1063				
B26	Belarus	\$ 0.4486				
B27	Belgium	\$ 0.0313				

B28	Belize	\$	0.4711				
B29	Benin	\$	0.3478				
B30	Bhutan	\$	0.3145				
B31	Bolivia	\$	0.2763				
B32	Bolivia La Paz	\$	0.1615				
B33	Bosnia / Herzegovina	\$	0.2890				
B34	Botswana	\$	0.2210				
B35	Brazil	\$	0.0784				
B36	Brazil, Belo Horizonte	\$	0.0365				
B37	Brazil, Rio	\$	0.0385				
B38	Brazil, Sao Paulo	\$	0.0365				
B39	Brunei	\$	0.1530				
B40	Bulgaria	\$	0.1615				
B41	Burkina Faso	\$	0.4363				
B42	Burma/Myanmar	\$	0.7183				
B43	Burundi	\$	0.3358				
B44	Cambodia	\$	0.5738				
B45	Cameroon	\$	0.4590				
B46	Cameroon, Douala	\$	0.4590				
B47	Cape Verde	\$	0.5738				
B48	Central Africa	\$	0.8122				
B49	Chad	\$	0.6750				
B50	Chile	\$	0.2495				
B51	Chile, Santiago	\$	0.0773				
B52	China Prc	\$	0.0305				
B53	China Prc, Prc-Beijing	\$	0.0248				
B54	China Prc, Prc-Shanghai	\$	0.0315				
B55	China, Canton	\$	0.0383				
B56	China, Fuzhou	\$	0.0450				
B57	Christmas Island	\$	0.7300				
B58	Cocos/Kelliling Island	\$	0.0700				
B59	Colombia	\$	0.1615				
B60	Colombia, Baranquilla	\$	0.0850				
B61	Colombia, Bogota	\$	0.0633				
B62	Colombia, Cali	\$	0.0850				
B63	Colombia, Medellin	\$	0.1445				
B64	Colombia, Pereira	\$	0.1615				
B65	Comoros	\$	0.6750				
B66	Comoros, Mayotte	\$	0.6750				
B67	Congo	\$	0.8805				
B68	Cook Island	\$	1.4233				
B69	Costa Rica	\$	0.1053				
B70	Croatia	\$	0.1148				
B71	Cuba	\$	1.8767				
B72	Cuba, Guantanamo Bay	\$	1.5300				
B73	Cyprus	\$	0.1360				
B74	Czech	\$	0.0680				
B75	Czech Republic, Prague	\$	0.0508				
B76	Denmark	\$	0.0281				
B77	Diego Garcia	\$	2.4790				
B78	Djibouti	\$	0.7621				
B79	Ecuador	\$	0.2890				
B80	Ecuador, Cuenca	\$	0.2475				
B81	Ecuador, Guayaquil	\$	0.2475				
B82	Ecuador, Quito	\$	0.2765				
B83	Egypt	\$	0.3145				
B84	Egypt, Cairo	\$	0.3145				
B85	El Salvador	\$	0.3987				
B86	Equatorial Guinea	\$	0.5568				
B87	Eritrea	\$	0.6715				
B88	Estonia	\$	0.0595				
B89	Ethiopia	\$	0.6715				
B90	Faeroe Islands	\$	0.2593				
B91	Falkland Islands	\$	1.5524				
B92	Fiji Islands	\$	0.5270				
B93	Finland	\$	0.0922				
B94	France	\$	0.0267				
B95	France Paris	\$	0.0232				

B96	French Antilles	\$	0.1907				
B97	French Guiana	\$	0.2678				
B98	French Polynesia	\$	0.4744				
B99	Gabon	\$	0.3150				
B100	Gambia	\$	0.7091				
B101	Georgia	\$	0.1360				
B102	Germany	\$	0.0269				
B103	Germany, Frankfurt	\$	0.0266				
B104	Ghana	\$	0.3682				
B105	Gibraltar	\$	0.1445				
B106	Gilbert Island/Kiribati	\$	1.2950				
B107	Greece	\$	0.0595				
B108	Greece, Athens	\$	0.0385				
B109	Greenland	\$	1.0074				
B110	Guadeloupe	\$	0.1743				
B111	Guatemala	\$	0.3136				
B112	Guinea	\$	0.7589				
B113	Guinea Bissau	\$	1.1475				
B114	Guyana	\$	0.5950				
B115	Haiti	\$	0.4549				
B116	Honduras	\$	0.5653				
B117	Hong Kong	\$	0.0308				
B118	Hungary	\$	0.0850				
B119	Iceland	\$	0.0550				
B120	India	\$	0.1870				
B121	India Ahmedabad	\$	0.2380				
B122	India Bangalore	\$	0.2380				
B123	India Baroda	\$	0.2380				
B124	India Bombay	\$	0.1870				
B125	India Calcutta	\$	0.2380				
B126	India Hyderabad	\$	0.2380				
B127	India Madras	\$	0.2380				
B128	India New Delhi	\$	0.2380				
B129	Indonesia	\$	0.1552				
B130	Indonesia Jakarta	\$	0.0765				
B131	Indonesia Surabaya	\$	0.0765				
B132	Inmarsat (AOR)	\$	7.3150				
B133	Inmarsat (IOR)	\$	10.1250				
B134	Inmarsat (POR)	\$	7.1740				
B135	Inmarsat (WAT)	\$	13.3548				
B136	Iran	\$	0.2210				
B137	Iraq	\$	0.6970				
B138	Ireland	\$	0.0385				
B139	Ireland, Dublin	\$	0.0303				
B140	Iridium	\$	6.6288				
B141	Israel	\$	0.0303				
B142	Israel Tel Aviv	\$	0.0303				
B143	Italy	\$	0.0322				
B144	Italy Milan	\$	0.0321				
B145	Italy Rome	\$	0.0320				
B146	Italy Vatican City	\$	0.1051				
B147	Ivory Coast	\$	0.4519				
B148	Japan	\$	0.0518				
B149	Japan Military	\$	0.0522				
B150	Japan Nagoya	\$	0.0550				
B151	Japan Osaka	\$	0.0531				
B152	Japan Sapporo	\$	0.0517				
B153	Japan Tokyo	\$	0.0536				
B154	Jordan	\$	0.3273				
B155	Kazakhstan	\$	0.3145				
B156	Kenya	\$	0.4803				
B157	Korea (North)	\$	1.1475				
B158	Korea (South)	\$	0.0325				
B159	Korea (South) Mobile	\$	0.0896				
B160	Korea (South) Seoul	\$	0.0357				
B161	Kuwait	\$	0.1913				
B162	Kyrgyzstan	\$	0.2763				
B163	Laos	\$	0.3528				

B164	Latvia	\$	0.2763				
B165	Lebanon	\$	0.2016				
B166	Lesotho	\$	0.3507				
B167	Liberia	\$	0.6078				
B168	Libya	\$	0.5031				
B169	Liechtenstein	\$	0.1332				
B170	Lithuania	\$	0.1828				
B171	Luxembourg	\$	0.0468				
B172	Macao	\$	0.1063				
B173	Macedonia	\$	0.3443				
B174	Madagascar	\$	0.7459				
B175	Malawi	\$	0.2030				
B176	Malaysia	\$	0.0468				
B177	Malaysia Kuala Lumpur	\$	0.0468				
B178	Maldives	\$	0.9894				
B179	Mali Republic	\$	0.4803				
B180	Malta	\$	0.3060				
B181	Marshall Islands	\$	0.5823				
B182	Mauritania	\$	0.5738				
B183	Mauritius	\$	0.4505				
B184	Mayotte	\$	0.6750				
B185	Mexico	\$	0.1243				
B186	Mexico, Guadalajara	\$	0.0277				
B187	Mexico, Mexico City	\$	0.0249				
B188	Mexico, Monterrey	\$	0.0245				
B189	Mexico, On-Net EA	\$	0.0709				
B190	Micronesia	\$	0.5738				
B191	Moldova	\$	0.2786				
B192	Monaco	\$	0.0850				
B193	Monaco France	\$	0.0850				
B194	Mongolia	\$	0.2763				
B195	Morocco	\$	0.5050				
B196	Mozambique	\$	0.2380				
B197	Nahodka	\$	2.4419				
B198	Namibia	\$	0.2210				
B199	Nauru	\$	2.2500				
B200	Nepal	\$	0.4038				
B201	Netherlands	\$	0.0355				
B202	Netherlands Amsterdam	\$	0.0353				
B203	Netherlands Antilles	\$	0.2763				
B204	New Caledonia	\$	0.6333				
B205	New Zealand	\$	0.0288				
B206	Nicaragua	\$	0.3443				
B207	Niger Republic	\$	0.3414				
B208	Nigeria	\$	0.2218				
B209	Nigeria Lagos	\$	0.2075				
B210	Niue Island	\$	1.9150				
B211	Norway	\$	0.0315				
B212	Oman	\$	0.4675				
B213	Pakistan	\$	0.4293				
B214	Pakistan Karachi	\$	0.4293				
B215	Palau Republic	\$	0.6418				
B216	Palestine	\$	0.4043				
B217	Panama	\$	0.1183				
B218	Papua New Guinea	\$	1.2714				
B219	Paraguay	\$	0.2593				
B220	Paraguay Ascuncion	\$	0.2593				
B221	Peru	\$	0.1233				
B222	Peru, Lima	\$	0.0498				
B223	Philippines	\$	0.2975				
B224	Philippines Manila	\$	0.2975				
B225	Philippines Spec. Svcs	\$	0.2975				
B226	Poland	\$	0.0490				
B227	Poland Warsaw	\$	0.0468				
B228	Portugal	\$	0.0468				
B229	Portugal Lisbon	\$	0.0468				
B230	Portugal Madeira	\$	0.0468				
B231	Qatar	\$	0.5568				

B232	Reunion Island	\$	0.2210				
B233	Romania	\$	0.2125				
B234	Romania Buckharest	\$	0.1530				
B235	Russia	\$	0.0978				
B236	Russia Moscow	\$	0.0318				
B237	Russia Overlay	\$	0.1150				
B238	Russia St. Petersburg	\$	0.0298				
B239	Rwanda	\$	0.2890				
B240	San Marino	\$	0.0555				
B241	Sao Tome	\$	0.3825				
B242	Saudi Arabia	\$	0.4095				
B243	Saudi Arabia Dharan	\$	0.3825				
B244	Saudi Arabia Jeddah	\$	0.3825				
B245	Saudi Arabia Ryadh	\$	0.3825				
B246	Senegal	\$	0.4850				
B247	Seychelles Island	\$	0.4038				
B248	Sierra Leone	\$	0.8625				
B249	Singapore	\$	0.0248				
B250	Slovakia	\$	0.1148				
B251	Slovenia	\$	0.1148				
B252	Solomon Islands	\$	1.9344				
B253	Somalia	\$	1.1008				
B254	South Africa	\$	0.0945				
B255	South Africa Johannesburg	\$	0.0754				
B256	Spain	\$	0.0251				
B257	Spain Barcelona	\$	0.0243				
B258	Spain Madrid	\$	0.0391				
B259	Sri Lanka	\$	0.3655				
B260	St Helena	\$	2.8707				
B261	St Pierre/Miquelon	\$	0.4168				
B262	Sudan	\$	0.4420				
B263	Suriname	\$	0.5738				
B264	Swaziland	\$	0.2295				
B265	Sweden	\$	0.0193				
B266	Switzerland	\$	0.0334				
B267	Syria	\$	0.5440				
B268	Taiwan	\$	0.0383				
B269	Taiwan Kaohsiung	\$	0.0383				
B270	Taiwan Taipei	\$	0.0315				
B271	Taiwan, Tainan	\$	0.0383				
B272	Tajikistan	\$	0.4850				
B273	Tanzania	\$	0.4803				
B274	Tanzania Zanzibar	\$	2.3650				
B275	Thailand	\$	0.1743				
B276	Thailand Bangkok	\$	0.1063				
B277	Togo	\$	0.7820				
B278	Tokelau	\$	1.3500				
B279	Tonga	\$	0.8001				
B280	Tunisia	\$	0.5310				
B281	Turkey	\$	0.2678				
B282	Turkey Istanbul	\$	0.1750				
B283	Turkmenistan	\$	0.3358				
B284	Tuvalu	\$	1.4365				
B285	Uganda	\$	0.2523				
B286	Ukraine	\$	0.2295				
B287	United Arab Emirates	\$	0.3324				
B288	United Kingdom	\$	0.0193				
B289	United Kingdom London	\$	0.0193				
B290	Uruguay	\$	0.2017				
B291	Uzbekistan	\$	0.2125				
B292	Vanuatu/New Hebridi	\$	1.4365				
B293	Vatican City	\$	0.1051				
B294	Venezuela	\$	0.1063				
B295	Venezuela Caracas	\$	0.0756				
B296	Vietnam	\$	0.6035				
B297	Vietnam Ho Chi Minh	\$	0.6035				
B298	Vietnam Hanoi	\$	0.6035				
B299	Wallis/Futuna	\$	1.5980				

B300	Western Samao	\$	0.6035			
B301	Yemen Arab	\$	0.3910			
B302	Yugoslavia/Serbia	\$	0.2153			
B303	Zaire	\$	0.5822			
B304	Zambia	\$	0.1913			
B305	Zimbabwe	\$	0.1969			
Unit Pricing: Directory Assistance						
Item Number	Description	Unit	Monthly Recurring Cost			
C1	Intrastate Directory Assistance	1	\$ 1.99			
C2	Interstate Directory Assistance	1	\$ 1.99			
Unit Pricing: Directory Listings						
Item Number	Description	Unit	Monthly Recurring Cost			
D1	Initial Directory Listing	1	\$ -			
D2	Additional Directory Listing	1	\$ 1.65			
D3	Foreign Directory Listing	1	\$ 5.50			
UNIT PRICING: Overtime Costs						
Item Number	Description	Unit	Monthly Recurring Cost			
E1	N/A					
E2						
E3						
UNIT PRICING: Surcharges and Fees						
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost		
F1	Service Orders Charges	1	\$ -	\$ 39.95		
F2						
F3						

EXHIBIT 3, SP-16

PRICE SCHEDULE

Bidder Name: Windstream					
Delivery:			Prompt Payment Terms:		
			Net 45		
Non-Recurring Charges					
Indicate whether non-recurring charges will be waived for the State.					
Contractor's prices offerings shall be valid for the term of the contract.					
UNIT PRICING: ISDN PRI with Direct Inward Dialing (DID):					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
A1	ISDN PRI	1	\$200.00	\$0.00	
A2	DID Telephone Numbers (Block of 20 Numbers) *	1 block of 20	\$2.05	\$0.00	
A2a	Credit for DID Telephone Numbers (Block of 20 Numbers) *	per block of DIDs	-\$0.15	\$0.00	
A3	* Off-Setting Credit	per PRI	-\$65.00	\$0.00	
	<u>Optional Services:</u>				
A4	Foreign Exchange DID Numbers (per exchange)	per exchange	\$0.00	\$0.00	
A4a	Credit for Foreign Exchange DID Numbers (per exchange)	per exchange	\$0.00	\$0.00	
A5	Direct Trunk Overflow	per PRI	\$34.95	\$0.00	
A5a	Credit for Direct Trunk Overflow	per PRI	-\$2.45	\$0.00	
A6	PS ALI	per Account	\$25.00	\$0.00	
A6a	Credit for PS ALI	per Account	-\$1.76	\$0.00	
A7	CPNI Billing	per Account	\$25.00	\$0.00	
A7a	Credit for CPNI Billing	per Account	-\$1.76	\$0.00	
A8	Service Orders Charges (Applies to Move/Add/Change on existing account)	1	\$0.00	\$39.95	
* Monthly credit of \$65.00 covers these items: FSLC (\$46.00), ASF (7% of all MRCs) with allowance for DID blocks (.15)					
UNIT PRICING: Intrastate, Interstate, International Long Distance:					
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost	
B1	Toll-Free Access (per toll free number)	1	\$4.95		
B1a	Credit for Toll-Free Access	1	-\$0.35		
Item Number	Description	Unit	Dedicated to Dedicated Per Minute Cost	Dedicated to Switched Per Minute Cost	Any Inbound Toll-Free To Windstream DID on a PRI
B1b	Inbound 800 Long Distance to Windstream PRI DID	1			\$0.01
B2	Intrastate Long Distance	1	\$0.01	\$0.01	
B3	Interstate Long Distance	1	\$0.01	\$0.01	
	<u>International Long Distance (Itemize by Country):</u>				
B4	Afghanistan	per minute	\$0.77	\$0.77	
B5	Albania	per minute	\$0.31	\$0.31	
B6	Algeria	per minute	\$0.24	\$0.24	
B7	Amer Somoa	per minute	\$0.48	\$0.48	
B8	Andorra	per minute	\$0.10	\$0.10	
B9	Angola	per minute	\$0.38	\$0.38	
B10	Antarctica Casey	per minute	\$2.21	\$2.21	
B11	Antarctica Norfolk Island	per minute	\$0.97	\$0.97	
B12	Antarctica Scott	per minute	\$0.97	\$0.97	
B13	Argentina	per minute	\$0.06	\$0.06	
B14	Argentina Buenos Aires	per minute	\$0.02	\$0.02	
B15	Armenia	per minute	\$0.22	\$0.22	
B16	Armenia Yerevan	per minute	\$0.22	\$0.22	
B17	Aruba	per minute	\$0.24	\$0.24	
B18	Ascension Island	per minute	\$2.77	\$2.77	
B19	Australia	per minute	\$0.04	\$0.04	

EXHIBIT 3, SP-16

PRICE SCHEDULE

B20	Austria	per minute	\$0.06	\$0.06
B21	Austria Vienna	per minute	\$0.05	\$0.05
B22	Azerbaijan	per minute	\$0.39	\$0.39
B23	Bahrain	per minute	\$0.38	\$0.38
B24	Bangladesh	per minute	\$0.31	\$0.31
B25	Bangladesh Chittagong	per minute	\$0.31	\$0.31
B26	Bangladesh Dhaka	per minute	\$0.11	\$0.11
B27	Belarus	per minute	\$0.45	\$0.45
B28	Belgium	per minute	\$0.03	\$0.03
B29	Belize	per minute	\$0.47	\$0.47
B30	Benin	per minute	\$0.35	\$0.35
B31	Bhutan	per minute	\$0.31	\$0.31
B32	Bolivia	per minute	\$0.28	\$0.28
B33	Bolivia La Paz	per minute	\$0.16	\$0.16
B34	Bosnia / Herzegovina	per minute	\$0.29	\$0.29
B35	Botswana	per minute	\$0.22	\$0.22
B36	Brazil	per minute	\$0.08	\$0.08
B37	Brazil, Belo Horizonte	per minute	\$0.04	\$0.04
B38	Brazil, Rio	per minute	\$0.04	\$0.04
B39	Brazil, Sao Paulo	per minute	\$0.04	\$0.04
B40	Brunei	per minute	\$0.15	\$0.15
B41	Bulgaria	per minute	\$0.16	\$0.16
B42	Burkina Faso	per minute	\$0.44	\$0.44
B43	Burma/Myanmar	per minute	\$0.72	\$0.72
B44	Burundi	per minute	\$0.34	\$0.34
B45	Cambodia	per minute	\$0.57	\$0.57
B46	Cameroon	per minute	\$0.46	\$0.46
B47	Cameroon, Douala	per minute	\$0.46	\$0.46
B48	Cape Verde	per minute	\$0.57	\$0.57
B49	Central Africa	per minute	\$0.81	\$0.81
B50	Chad	per minute	\$0.68	\$0.68
B51	Chile	per minute	\$0.25	\$0.25
B52	Chile, Santiago	per minute	\$0.08	\$0.08
B53	China Prc	per minute	\$0.03	\$0.03
B54	China Prc, Prc-Beijing	per minute	\$0.02	\$0.02
B55	China Prc, Prc-Shanghai	per minute	\$0.03	\$0.03
B56	China, Canton	per minute	\$0.04	\$0.04
B57	China, Fuzhou	per minute	\$0.05	\$0.05
B58	Christmas Island	per minute	\$0.73	\$0.73
B59	Cocos/Kelliing Island	per minute	\$0.07	\$0.07
B60	Colombia	per minute	\$0.16	\$0.16
B61	Colombia, Baranquilla	per minute	\$0.09	\$0.09
B62	Colombia, Bogota	per minute	\$0.06	\$0.06
B63	Colombia, Cali	per minute	\$0.09	\$0.09
B64	Colombia, Medellin	per minute	\$0.14	\$0.14
B65	Colombia, Pereira	per minute	\$0.16	\$0.16
B66	Comoros	per minute	\$0.68	\$0.68
B67	Comoros, Mayotte	per minute	\$0.68	\$0.68
B68	Congo	per minute	\$0.88	\$0.88
B69	Cook Island	per minute	\$1.42	\$1.42
B70	Costa Rica	per minute	\$0.11	\$0.11
B71	Croatia	per minute	\$0.11	\$0.11
B72	Cuba	per minute	\$1.88	\$1.88
B73	Cuba, Guantanamo Bay	per minute	\$1.53	\$1.53
B74	Cyprus	per minute	\$0.14	\$0.14
B75	Czech	per minute	\$0.07	\$0.07
B76	Czech Republic, Prague	per minute	\$0.05	\$0.05
B77	Denmark	per minute	\$0.03	\$0.03
B78	Diego Garcia	per minute	\$2.48	\$2.48
B79	Djibouti	per minute	\$0.76	\$0.76
B80	Ecuador	per minute	\$0.29	\$0.29
B81	Ecuador, Cuenca	per minute	\$0.25	\$0.25
B82	Ecuador, Guayaquil	per minute	\$0.25	\$0.25
B83	Ecuador, Quito	per minute	\$0.28	\$0.28
B84	Egypt	per minute	\$0.31	\$0.31

EXHIBIT 3, SP-16

PRICE SCHEDULE

B85	Egypt, Cairo	per minute	\$0.31	\$0.31
B86	El Salvador	per minute	\$0.40	\$0.40
B87	Equatorial Guinea	per minute	\$0.56	\$0.56
B88	Eritrea	per minute	\$0.67	\$0.67
B89	Estonia	per minute	\$0.06	\$0.06
B90	Ethiopia	per minute	\$0.67	\$0.67
B91	Faeroe Islands	per minute	\$0.26	\$0.26
B92	Falkland Islands	per minute	\$1.55	\$1.55
B93	Fiji Islands	per minute	\$0.53	\$0.53
B94	Finland	per minute	\$0.09	\$0.09
B95	France	per minute	\$0.03	\$0.03
B96	France Paris	per minute	\$0.02	\$0.02
B97	French Antilles	per minute	\$0.19	\$0.19
B98	French Guiana	per minute	\$0.27	\$0.27
B99	French Polynesia	per minute	\$0.47	\$0.47
B100	Gabon	per minute	\$0.32	\$0.32
B101	Gambia	per minute	\$0.71	\$0.71
B102	Georgia	per minute	\$0.14	\$0.14
B103	Germany	per minute	\$0.03	\$0.03
B104	Germany, Frankfurt	per minute	\$0.03	\$0.03
B105	Ghana	per minute	\$0.37	\$0.37
B106	Gibraltar	per minute	\$0.14	\$0.14
B107	Gilbert Island/Kiribati	per minute	\$1.30	\$1.30
B108	Greece	per minute	\$0.06	\$0.06
B109	Greece, Athens	per minute	\$0.04	\$0.04
B110	Greenland	per minute	\$1.01	\$1.01
B111	Guadeloupe	per minute	\$0.17	\$0.17
B112	Guatemala	per minute	\$0.31	\$0.31
B113	Guinea	per minute	\$0.76	\$0.76
B114	Guinea Bissau	per minute	\$1.15	\$1.15
B115	Guyana	per minute	\$0.60	\$0.60
B116	Haiti	per minute	\$0.45	\$0.45
B117	Honduras	per minute	\$0.57	\$0.57
B118	Hong Kong	per minute	\$0.03	\$0.03
B119	Hungary	per minute	\$0.09	\$0.09
B120	Iceland	per minute	\$0.06	\$0.06
B121	India	per minute	\$0.19	\$0.19
B122	India Ahmedabad	per minute	\$0.24	\$0.24
B123	India Bangalore	per minute	\$0.24	\$0.24
B124	India Baroda	per minute	\$0.24	\$0.24
B125	India Bombay	per minute	\$0.19	\$0.19
B126	India Calcutta	per minute	\$0.24	\$0.24
B127	India Hyderabad	per minute	\$0.24	\$0.24
B128	India Madras	per minute	\$0.24	\$0.24
B129	India New Delhi	per minute	\$0.24	\$0.24
B130	Indonesia	per minute	\$0.16	\$0.16
B131	Indonesia Jakarta	per minute	\$0.08	\$0.08
B132	Indonesia Surabaya	per minute	\$0.08	\$0.08
B133	Inmarsat (AOR)	per minute	\$7.32	\$7.32
B134	Inmarsat (IOR)	per minute	\$10.13	\$10.13
B135	Inmarsat (POR)	per minute	\$7.17	\$7.17
B136	Inmarsat (WAT)	per minute	\$13.35	\$13.35
B137	Iran	per minute	\$0.22	\$0.22
B138	Iraq	per minute	\$0.70	\$0.70
B139	Ireland	per minute	\$0.04	\$0.04
B140	Ireland, Dublin	per minute	\$0.03	\$0.03
B141	Iridium	per minute	\$6.63	\$6.63
B142	Israel	per minute	\$0.03	\$0.03
B143	Israel Tel Aviv	per minute	\$0.03	\$0.03
B144	Italy	per minute	\$0.03	\$0.03
B145	Italy Milan	per minute	\$0.03	\$0.03
B146	Italy Rome	per minute	\$0.03	\$0.03
B147	Italy Vatican City	per minute	\$0.11	\$0.11
B148	Ivory Coast	per minute	\$0.45	\$0.45
B149	Japan	per minute	\$0.05	\$0.05

EXHIBIT 3, SP-16

PRICE SCHEDULE

B150	Japan Military	per minute	\$0.05	\$0.05
B151	Japan Nagoya	per minute	\$0.05	\$0.05
B152	Japan Osaka	per minute	\$0.05	\$0.05
B153	Japan Sapporo	per minute	\$0.05	\$0.05
B154	Japan Tokyo	per minute	\$0.05	\$0.05
B155	Jordan	per minute	\$0.33	\$0.33
B156	Kazakhstan	per minute	\$0.31	\$0.31
B157	Kenya	per minute	\$0.48	\$0.48
B158	Korea (North)	per minute	\$1.15	\$1.15
B159	Korea (South)	per minute	\$0.03	\$0.03
B160	Korea (South) Mobile	per minute	\$0.09	\$0.09
B161	Korea (South) Seoul	per minute	\$0.04	\$0.04
B162	Kuwait	per minute	\$0.19	\$0.19
B163	Kyrgyzstan	per minute	\$0.28	\$0.28
B164	Laos	per minute	\$0.35	\$0.35
B165	Latvia	per minute	\$0.28	\$0.28
B166	Lebanon	per minute	\$0.20	\$0.20
B167	Lesotho	per minute	\$0.35	\$0.35
B168	Liberia	per minute	\$0.61	\$0.61
B169	Libya	per minute	\$0.50	\$0.50
B170	Liechtenstein	per minute	\$0.13	\$0.13
B171	Lithuania	per minute	\$0.18	\$0.18
B172	Luxembourg	per minute	\$0.05	\$0.05
B173	Macao	per minute	\$0.11	\$0.11
B174	Macedonia	per minute	\$0.34	\$0.34
B175	Madagascar	per minute	\$0.75	\$0.75
B176	Malawi	per minute	\$0.20	\$0.20
B177	Malaysia	per minute	\$0.05	\$0.05
B178	Malaysia Kuala Lumpur	per minute	\$0.05	\$0.05
B179	Maldives	per minute	\$0.99	\$0.99
B180	Mali Republic	per minute	\$0.48	\$0.48
B181	Malta	per minute	\$0.31	\$0.31
B182	Marshall Islands	per minute	\$0.58	\$0.58
B183	Mauritania	per minute	\$0.57	\$0.57
B184	Mauritius	per minute	\$0.45	\$0.45
B185	Mayotte	per minute	\$0.68	\$0.68
B186	Mexico	per minute	\$0.12	\$0.12
B187	Mexico, Guadalajara	per minute	\$0.03	\$0.03
B188	Mexico, Mexico City	per minute	\$0.02	\$0.02
B189	Mexico, Monterrey	per minute	\$0.02	\$0.02
B190	Mexico, On-Net EA	per minute	\$0.07	\$0.07
B191	Micronesia	per minute	\$0.57	\$0.57
B192	Moldova	per minute	\$0.28	\$0.28
B193	Monaco	per minute	\$0.09	\$0.09
B194	Monaco France	per minute	\$0.09	\$0.09
B195	Mongolia	per minute	\$0.28	\$0.28
B196	Morocco	per minute	\$0.51	\$0.51
B197	Mozambique	per minute	\$0.24	\$0.24
B198	Nahodka	per minute	\$2.44	\$2.44
B199	Namibia	per minute	\$0.22	\$0.22
B200	Nauru	per minute	\$2.25	\$2.25
B201	Nepal	per minute	\$0.40	\$0.40
B202	Netherlands	per minute	\$0.04	\$0.04
B203	Netherlands Amsterdam	per minute	\$0.04	\$0.04
B204	Netherlands Antilles	per minute	\$0.28	\$0.28
B205	New Caledonia	per minute	\$0.63	\$0.63
B206	New Zealand	per minute	\$0.03	\$0.03
B207	Nicaragua	per minute	\$0.34	\$0.34
B208	Niger Republic	per minute	\$0.34	\$0.34
B209	Nigeria	per minute	\$0.22	\$0.22
B210	Nigeria Lagos	per minute	\$0.21	\$0.21
B211	Niue Island	per minute	\$1.92	\$1.92
B212	Norway	per minute	\$0.03	\$0.03
B213	Oman	per minute	\$0.47	\$0.47
B214	Pakistan	per minute	\$0.43	\$0.43

EXHIBIT 3, SP-16

PRICE SCHEDULE

B215	Pakistan Karachi	per minute	\$0.43	\$0.43
B216	Palau Republic	per minute	\$0.64	\$0.64
B217	Palestine	per minute	\$0.40	\$0.40
B218	Panama	per minute	\$0.12	\$0.12
B219	Papua New Guinea	per minute	\$1.27	\$1.27
B220	Paraguay	per minute	\$0.26	\$0.26
B221	Paraguay Ascuncion	per minute	\$0.26	\$0.26
B222	Peru	per minute	\$0.12	\$0.12
B223	Peru, Lima	per minute	\$0.05	\$0.05
B224	Philippines	per minute	\$0.30	\$0.30
B225	Philippines Manila	per minute	\$0.30	\$0.30
B226	Philippines Spec. Svcs	per minute	\$0.30	\$0.30
B227	Poland	per minute	\$0.05	\$0.05
B228	Poland Warsaw	per minute	\$0.05	\$0.05
B229	Portugal	per minute	\$0.05	\$0.05
B230	Portugal Lisbon	per minute	\$0.05	\$0.05
B231	Portugal Madeira	per minute	\$0.05	\$0.05
B232	Qatar	per minute	\$0.56	\$0.56
B233	Reunion Island	per minute	\$0.22	\$0.22
B234	Romania	per minute	\$0.21	\$0.21
B235	Romania Buckharest	per minute	\$0.15	\$0.15
B236	Russia	per minute	\$0.10	\$0.10
B237	Russia Moscow	per minute	\$0.03	\$0.03
B238	Russia Overlay	per minute	\$0.12	\$0.12
B239	Russia St. Petersburg	per minute	\$0.03	\$0.03
B240	Rwanda	per minute	\$0.29	\$0.29
B241	San Marino	per minute	\$0.06	\$0.06
B242	Sao Tome	per minute	\$0.38	\$0.38
B243	Saudi Arabia	per minute	\$0.41	\$0.41
B244	Saudi Arabia Dharan	per minute	\$0.38	\$0.38
B245	Saudi Arabia Jeddah	per minute	\$0.38	\$0.38
B246	Saudi Arabia Ryadh	per minute	\$0.38	\$0.38
B247	Senegal	per minute	\$0.49	\$0.49
B248	Seychelles Island	per minute	\$0.40	\$0.40
B249	Sierra Leone	per minute	\$0.86	\$0.86
B250	Singapore	per minute	\$0.02	\$0.02
B251	Slovakia	per minute	\$0.11	\$0.11
B252	Slovenia	per minute	\$0.11	\$0.11
B253	Solomon Islands	per minute	\$1.93	\$1.93
B254	Somalia	per minute	\$1.10	\$1.10
B255	South Africa	per minute	\$0.09	\$0.09
B256	South Africa Johannesburg	per minute	\$0.08	\$0.08
B257	Spain	per minute	\$0.03	\$0.03
B258	Spain Barcelona	per minute	\$0.02	\$0.02
B259	Spain Madrid	per minute	\$0.04	\$0.04
B260	Sri Lanka	per minute	\$0.37	\$0.37
B261	St Helena	per minute	\$2.87	\$2.87
B262	St Pierre/Miquelon	per minute	\$0.42	\$0.42
B263	Sudan	per minute	\$0.44	\$0.44
B264	Suriname	per minute	\$0.57	\$0.57
B265	Swaziland	per minute	\$0.23	\$0.23
B266	Sweden	per minute	\$0.02	\$0.02
B267	Switzerland	per minute	\$0.03	\$0.03
B268	Syria	per minute	\$0.54	\$0.54
B269	Taiwan	per minute	\$0.04	\$0.04
B270	Taiwan Kaohsiung	per minute	\$0.04	\$0.04
B271	Taiwan Taipei	per minute	\$0.03	\$0.03
B272	Taiwan, Tainan	per minute	\$0.04	\$0.04
B273	Tajikistan	per minute	\$0.49	\$0.49
B274	Tanzania	per minute	\$0.48	\$0.48
B275	Tanzania Zanzibar	per minute	\$2.37	\$2.37
B276	Thailand	per minute	\$0.17	\$0.17
B277	Thailand Bankok	per minute	\$0.11	\$0.11
B278	Togo	per minute	\$0.78	\$0.78
B279	Tokelau	per minute	\$1.35	\$1.35

EXHIBIT 3, SP-16

PRICE SCHEDULE

B280	Tonga	per minute	\$0.80	\$0.80
B281	Tunisia	per minute	\$0.53	\$0.53
B282	Turkey	per minute	\$0.27	\$0.27
B283	Turkey Istanbul	per minute	\$0.18	\$0.18
B284	Turkmenistan	per minute	\$0.34	\$0.34
B285	Tuvalu	per minute	\$1.44	\$1.44
B286	Uganda	per minute	\$0.25	\$0.25
B287	Ukraine	per minute	\$0.23	\$0.23
B288	United Arab Emirates	per minute	\$0.33	\$0.33
B289	United Kingdom	per minute	\$0.02	\$0.02
B290	United Kingdom London	per minute	\$0.02	\$0.02
B291	Uruguay	per minute	\$0.20	\$0.20
B292	Uzbekistan	per minute	\$0.21	\$0.21
B293	Vanuatu/New Hebridi	per minute	\$1.44	\$1.44
B294	Vatican City	per minute	\$0.11	\$0.11
B295	Venezuela	per minute	\$0.11	\$0.11
B296	Venezuela Caracas	per minute	\$0.08	\$0.08
B297	Vietnam	per minute	\$0.60	\$0.60
B298	Vietnam Ho Chi Minh	per minute	\$0.60	\$0.60
B299	Vietnam Hanoi	per minute	\$0.60	\$0.60
B300	Wallis/Futuna	per minute	\$1.60	\$1.60
B301	Western Samoa	per minute	\$0.60	\$0.60
B302	Yemen Arab	per minute	\$0.39	\$0.39
B303	Yugoslavia/Serbia	per minute	\$0.22	\$0.22
B304	Zaire	per minute	\$0.58	\$0.58
B305	Zambia	per minute	\$0.19	\$0.19
B306	Zimbabwe	per minute	\$0.20	\$0.20
Unit Pricing: Directory Assistance				
Item Number	Description	Unit	Monthly Recurring Cost	
C1	Intrastate Directory Assistance	1	\$1.99	
C2	Interstate Directory Assistance	1	\$1.99	
Unit Pricing: Directory Listings				
Item Number	Description	Unit	Monthly Recurring Cost	
D1	Initial Directory Listing (per sub-account)	1	\$0.00	
D2	Additional Directory Listing	1	\$1.65	
D3	Foreign Directory Listing	1	\$5.50	
UNIT PRICING: Overtime Costs				
Item Number	Description	Unit	Monthly Recurring Cost	
E1	N/A			
E2				
E3				
UNIT PRICING: Surcharges and Fees				
Item Number	Description	Unit	Monthly Recurring Cost	Non-Recurring Cost
F1	Federal Subscriber Line Charge *	per PRI	\$46.00	\$0.00
F2	Administrative Services Fee (ASF) * & **		7% of MRC	\$0.00
F3	Universal Service Fund (USF) * & ***		Not to exceed 50% of MRC, FSLC and Usage Charges	\$0.00

EXHIBIT 3, SP-16

PRICE SCHEDULE

F4	911				
	# of Lines				
	1	per PRI	\$0.57	\$0.00	
	2	per PRI	\$0.43	\$0.00	
	3	per PRI	\$0.38	\$0.00	
	4-5	per PRI	\$0.34	\$0.00	
	6-10	per PRI	\$0.29	\$0.00	
	11-25	per PRI	\$0.23	\$0.00	
	26-50	per PRI	\$0.19	\$0.00	
	51-99	per PRI	\$0.14	\$0.00	
	100 +	per PRI	\$0.11	\$0.00	
			Not to exceed 50% of MRC and Usage Charges		
F5	State/County/Local Surcharges (Usage Based Fee)* & ****			\$0.00	
F6	Access Recovery *****	1	\$0.00	\$0.00	
* Monthly credit of \$65.00 covers these items: FSLC (\$46.00), ASF (7% of all MRCs) with allowance for DID blocks (.15)					
** Administrative Services Fee (ASF) - The Administrative Services Fee is a flat percentage (7%) monthly fee assessed to all monthly recurring charges (MRCs), excluding usage-based portion of LD					
*** Universal Service Fund (USF) – The Universal Service Fund is variable percentage monthly fee assessed to Interstate services including: FSLC, ARC fee, and interstate toll.					
**** State/County/Local Surcharges - Surcharges imposed by state, county, local, and municipal governments on goods and services. Percentages vary based on area, but not applicable on all invoices.					
***** Access Recovery will be suppressed on monthly invoice					

EXHIBIT 4

SERVICE SUPPORT AND SERVICE LEVEL AGREEMENTS (SLAs)

Installation

- (1) Contractor shall provide project management, installation supervision and customer service coordination in order to facilitate all activity of the installation from inception through acceptance.
- (2) Contractor shall be responsible for the conduct of its employees. The State reserves the right to request removal from the premises any employee or its subcontractors it believes is acting in a manner detrimental to the Department or Contractor.
- (3) For onsite installation the Contractor shall furnish all necessary cables, wire, hardware, and labor with such other items as necessary to complete the installation of their services. The Contractor's work must be performed in a professional manner so as to provide minimal interference with the State's operations.

Installation Intervals

Contractor shall provide installation intervals and escalation interval(s), both in calendar days, for the following:

- PRI(s) at a site where the Contractor does not have service (at a maximum of 60 Calendar days);
- Additional PRI(s) at a site where Contractor does have service (at a maximum of 60 Calendar days);
- Porting of telephone numbers onto an existing PRI(s) (at a maximum of 45 Calendar days);
- Moving existing PRI(s) to a new site (at a maximum of 60 Calendar days).

Trouble Reporting/Escalation

Guaranteed Response Time: The Contractor shall respond to an emergency trouble in less than 30 minutes and a routine trouble within an hour of when the trouble was initially reported to the Contractor. Contractor shall provide their guaranteed response time for services in Exhibit 4 System Support, Service Level and Escalation.

Guaranteed Time To Repair: The Contractor shall agree to repair for an emergency trouble of less than 2 hours and a routine trouble within 4 hours of when the trouble was initially reported to the successful Contractor.

Repair Work/Trouble Reporting

Contractor shall provide reports which includes but not limited to:

- 24 hour per day, 365 days per year reporting and dispatching capability.
- Cleared trouble sign-off (completion procedure).
- Monthly reports on number, location and the nature of troubles.

Escalation Procedure

EXHIBIT 4
SERVICE SUPPORT AND SERVICE LEVEL AGREEMENTS (SLAs)

Contractor shall provide an escalation procedure that will be invoked in the event that first level maintenance personnel are unable to remedy the Department's Network Service request within the Departments defined intervals.

Portal Access and Outages

Contractor shall provide online portal access by the Department including the procedures for service outage notifications and automatic escalation procedures.

Service Level Agreement

Contractor shall provide a detailed Service Level Agreement schedule when required by the Department.